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THE SOLICITORS' JOURNAL.

LONDON, JANUARY 1, 1859.

THE ATHENÆUM LIFE OFFICE *v.* POOLEY.

An important case, which has been lately decided by the Lords Justices, adds one more to the number of illustrations which have become so lamentably frequent of the facility with which the public may be defrauded by apparently genuine documents. In all such cases the law seems to be dead against the innocent purchaser, while, at the same time, the practice of taking any document without inquiry as to its validity exposes the commercial community to constant frauds. We remarked strongly, in a recent article on Davidson & Gordon's bankruptcy, on the laxity with which suspicious securities are passed from hand to hand, and our general observations are in no degree invalidated by the subsequent correction which has been introduced into the report of Mr. Chapman's evidence. As the evidence was originally given Mr. Chapman was made to say that he put the fictitious warrants into circulation after he had discovered the fraud. It now appears that the important little word "not" accidentally slipped out of the *Times* report, but though this exonerates Messrs. Overend & Gurney from the heaviest charge against them, it is admitted that the fraudulent securities were allowed to remain in the purchaser's hands without any intimation of their real character, and that they were at last bolstered up by a transaction between Cole and the great money-lenders. This is not the way in which any one would wish to see fictitious instruments dealt with by honourable firms, and we must repeat the expression of our hope that a severer code of morals will gradually establish itself in the city.

The case of *The Athenæum Assurance Society* v. *Pooley*, to which we desire now to call attention, belongs to a rather different class. These documents, which have proved as worthless as Cole's spelter warrants, were only purchased in the market, but though, by the stringency of the law, the loss has been thrown on the purchaser, he does not seem to be fairly chargeable with the culpable negligence which in other instances has so materially aided the schemes of swindlers. The facts are shortly as follows:—The Athenæum Life Assurance Society was registered in 1851, and, by its deed of settlement, the directors were empowered to raise £50,000 on mortgage or other securities, provided they obtained the sanction of an extraordinary meeting, by a majority of at least two-thirds in number of the shareholders of the company. No such sanction was ever obtained, but, in 1854, the directors issued a number of debentures for £500 each, under the common seal of the company, falsely reciting on the face of the instruments that they were issued by virtue of the deed of settlement, and by the direction and consent of more than two-thirds of the shareholders present at a meeting convened for the purpose. It appeared that some of these debentures were applied by the directors in a transaction quite in keeping with the fraudulent concoction of the documents themselves. Mr. Bartlett, the chairman of the company, induced the Board to pay away five debentures in the purchase of those very valuable securities, Westminster Improvement Bonds. The nominal vendor was one Pooley, but £500 was traced in connection with the operation to the banking account of the chairman himself. Pooley sold his debentures to a stock-broker named Brown, and Laurie, the ultimate victim, purchased them in the market of Brown, without knowing anything to suggest a doubt as to the validity of the obligations. The Company being now in course of winding-up, the official manager filed a bill to have the debentures declared fraudulent, and to restrain proceedings upon them at law. The question therefore was, whether the loss was to be borne by the innocent purchaser, or by the shareholders, whose credit had been fraudulently used by their own directors. The Court decided that Laurie, having purchased a chose in action, and having made no inquiry of the debtors as to the existence of a valid liability on their part, must bear the loss. The hardship of the case is, that there was nothing on the face of the debentures to excite suspicion, and that if Mr. Laurie had made every possible inquiry, he could only have asked the directors or the secretary whether the requisite authority had been obtained, who would certainly have given him the most satisfactory assurances. He had no means of inspecting the minutes of the company, to ascertain whether the regular meeting had been held, or whether the debentures had been issued *bonâ fide* for value; and as he had in the documents themselves an express statement, signed by the secretary and two directors, and confirmed by the seal of the company, it is not very intelligible why he should have been expected to ask them to repeat verbally what they had already asserted by a formal deed. It would seem, therefore, that no negligence was imputable to Mr. Laurie, and that his loss is simply the consequence of certain rules of law or equity, by virtue of which shareholders are relieved from the frauds of their directors at the expense of strangers who have no means of protecting themselves. So far as can be gathered from the newspaper report, it would rather appear that the ground of the judgment was the fraudulent transaction between Bartlett, Pooley, and the Board, and not the irregular and unauthorised issue of the debentures. The Court of Common Pleas, indeed, had held in an action on another of the debentures issued by the company, that the want of authority in the directors was no defence, the company being estopped by the recital under the common seal. The same point had, in fact, been previously established in *Turquand* v. *The Royal British Bank*, 6 E. & B. 327, so that it may be presumed that if Mr. Laurie had taken the debentures direct from the company he might have recovered on them, notwithstanding their irregularity. This greatly simplifies the case; for if the instruments were in their nature binding, the judgment involves only this point of law:—If A. by a fraudulent transaction obtains from a board of directors obligations of their company, and these pass in the market for value to the hands of B., the fraud of A.

vitiates the security, even though B. had no notice or means of obtaining information about it. This is very little more than the old doctrine of *Kingsford* v. *Merry* applied to a different kind of instrument. Whoever takes a document of title, whether it represent goods, or whether it be, as in this case, an obligation to pay money, has no remedy whatever (except in the case of negotiable instruments) if the person from whom he purchased has obtained it by fraud. We do not desire to raise again the question whether the principle of negotiability should be extended to other instruments than bills of exchange and promissory notes. The discussion which *Kingsford* v. *Merry* gave rise to proved that merchants were by no means unanimous in desiring a change of the law in this direction. But so long as securities are liable to be impeached for frauds of which the purchaser is wholly ignorant we cannot too often insist on the duty, as well as the prudence, of extreme caution in dealing with them. In Mr. Laurie's case, no circumspection would have made him safe, unless he had wisely resolved to have nothing to do with such things as debentures of the Athenæum Life Assurance Society. But in a multitude of other cases, of almost daily occurrence, the circulation of documents tainted with fraud might be prevented by the exercise of a more vigilant caution on the part of the community at large. A watchfulness approaching to suspicion in accepting securities which may so easily be used for purposes of roguery is quite as much the duty as the interest of the public, and until this is more fully recognised than it seems to be at present, knaves will continue to profit at the expense of innocent but careless victims.

THE INDIVIDUAL JURYMAN.

A paper was lately read by Mr. Serjeant Woolrych before the Law Amendment Society, in which he contended earnestly for the maintenance in its full integrity of the principle of our law which requires unanimity in juries. "Gentlemen," said the learned Serjeant, "the verdict of the ordinary British jury must not be lightly regarded. The opinion of some one man only among them should not be treated with disrespect. Their minds are not embarrassed with cumbrous stores of learning, which deaden the brighter qualities of the mind, and hinder it from entertaining clear perceptions of common events." Incidents have occurred in several recent trials which have attracted public attention to the controversy in which Mr. Serjeant Woolrych has taken such a decided part. We had an example in the Divorce Court, in the case of *Keats* v. *Keats and Montezuma*, of a single juryman who had formed and gave expression to a sufficiently confident opinion. The conduct of the presiding judge on that occasion was not exactly modelled on the precept contained in the above quotation. "The obstinate juryman" was at length compelled to yield to the majority of his brethren, and his conduct in setting himself up as a judge both of law and fact, has been pretty severely handled out of doors as well as within the court. The *Daily News* has provoked from this juror of independent intellect a defence of what that Journal had designated as his obstinacy, which, as a manifestation of "the brighter qualities of the mind," deserves all the publicity that can be given to it. This remarkable composition will be found in another column; and, in order that our readers may fully appreciate its character, it will be well to refresh their memories a little, as to the scene which was enacted in the Divorce Court.

If Sir C. Cresswell can be taxed with any fault in the discharge of his arduous duties, it is that he displays an excessive modesty and self-distrust. He is rather too prone to express his "great anxiety," and his fears, lest "having to administer the law in a new tribunal, and in some degree on new principles, he should fall into error." He invites the suitors before him, with unnecessary earnestness, to get his rulings reviewed by that full court, whose sittings it is so difficult to contrive to fix. A judge, we think, should believe a little more firmly in himself. Distrust in his own admirable judgments was almost the only judicial failing of one whom the Court of Chancery will long regret—we mean Sir James Wigram; and his perpetual encouragements to parties to appeal from decisions satisfactory to everybody but himself, were on one occasion very properly censured by the Lord Chancellor. Sir C. Cresswell is much more ready than we should have expected to fall into the same self-depreciating tone, and, indeed, in the present instance, he approached the task of defining legal condonation with such a humble sense of his own deficiencies that the jury thought proper to encourage him by a round of applause. If our obstinate friend had expressed his feelings at that moment, he would probably have said, "Never mind, my Lord, do your best, and I will set all right." However, the Judge's timidity seems to have been partly dispelled by indignation at seeing his court thus turned into a hustings, and he proceeded with his exposition of the law. By "condonation" he said was signified the blotting out of the imputed offence, so as to restore the offending party to the position which that party occupied before the offence was committed. The condonation set up in the case before him was merely verbal, and he could find no instance in the books in which a condonation rested in words alone. At the same time, he was far from saying that a verbal condonation would not be sufficient; but "the jury must be satisfied that the pardon thus conveyed was accompanied by an intention to restore the sinning wife to the position she had forfeited." He then pointed out that neither in the correspondence which had been read, nor in the conversations which had been detailed, was there any allusion to the respondent being taken home by her husband. The question put to the jury was, whether Mr. Keats had condoned the admitted adultery of his wife, in the sense of the definition which they had heard? Having been thus charged, the jury retired to their chamber, and after two hours' absence returned into Court, to complain that one of their number refused to accept the Judge's definition of condonation. Here, again, Sir C. Cresswell most unnecessarily admitted that it was very possible, and even probable, that he might be wrong. The obstinate juryman evidently thought that it was very possible, and even probable, that *he* might be right. Having, as Mr. Serjeant Woolrych would say, "a mind unembarrassed with cumbrous stores of learning, which deaden the brighter qualities of the mind," he neither knew nor cared anything about the legal definitions of condonation which are to be extracted from the judgments of Lord Stowell. But trusting to the "clear perceptions" which are so happily associated with ignorance, he insisted upon assuming to himself the functions of a court of error. The jury, after admonition to their perverse brother, were again dismissed to their room, but again returned, after an hour's absence, with the same complaint. Again they were sent back, and this time to better purpose, for either the nearer approach of the usual dinner-hour, or the longer experience of the discomforts which the law contrives for deliberating jurymen, or some other argument, ineffectual before, prevailed on stubborn originality to yield to that popular delusion which supposes a professional lawyer to be the safest expositor of an abstruse system of law.

If obstinate jurymen made a practice of writing to the daily papers, we should need frequent exhortations from Mr. Serjeant Woolrych to sustain our faith either in unanimous or any other sort of verdicts. After all the eloquent objurgation that has been lavished on him, the rebellious special juror of the *Keats* case remains impenetrable by any sense of the distinction between the provinces of law and fact. He does not pretend to assert that the circumstances proved brought

the case up to legal condonation, but he says they were stronger than appeared by the report. Mr. Keats, doubtless, was a weak and foolish man, and being so, we are not surprised that when his wife unexpectedly came, as the juryman says she did, to his residence, he did not object to her entrance, nor exhibit the slightest disgust. It is quite possible that he was a little afraid of her, or that old feelings still lingered in his heart. From whatever cause, it was proved that he behaved civilly and hospitably, and we now learn that "he expressed satisfaction," but whether at his new house or at his wife's presence, the juryman leaves doubtful. It is added, that "eventually he set out in a carriage with them, to put an end to the law-suit;" and it must be owned that if this were an exact representation of the facts proved, there would be some difficulty in deciding whether the point of condonation, according to Sir C. Cresswell's definition of it, had not been reached. But we apprehend that the words above quoted overstate the case. Questions of intention are, however, almost always very difficult to answer, and, as we are not jurymen, it may be permitted to us to remark that, if the definition given by the Judge Ordinary be approved by the Court of Appeal, it is likely to prove hereafter a prolific source of litigation. But to return to our juryman: if he thought the evidence proved that there had been forgiveness, with the intention to restore the wife to her former place, he was quite at liberty to say so; and if, on the strength of this conviction he had resisted the importunities of the majority, he would neither have incurred the sarcasms of the presiding judge nor of the public journals, and Mr. Serjeant Woolrych, we are quite sure, if he could only have heard of his bold and independent conduct, would have honoured and celebrated the hero in his next essay. But, unfortunately, this man of hardy mind mistook the ground upon which he should have made his stand. His complaint against those who "set up law instead of facts as the basis of a verdict," is sufficient of itself to drive any admirer of ancient institutions to despair. What confidence can be felt in a tribunal which may possibly comprise among its members one capable of writing and sending to a newspaper the paragraph beginning "fourthly" in the letter to the *Daily News*? We should suppose that this champion of the authority of the dictionary, until he found himself in the jury-box, never heard of condonation in his life. Only think what criminal trials would soon come to, if jurymen in general declined to ascribe to the terms used in them any other significations than what are sanctioned by Johnson and his successors! We should like to know, for instance, what is "the simple dictionary meaning" of larceny, and whether by the help of it we could at once determine the character of such acts as the late abstraction of papers from the Colonial Office, and so escape the labour of perusing and collating the innumerable cases to which Archbold and Roscoe supply the references. It is not our desire to see words of obscure meaning thrusting out plain ones which would serve as well or better. But surely the law may be allowed to explain the terms which it has itself invented. Condonation, until the Divorce Court became a popular topic, was as complete an alien from every-day speech as champerty or chose in action. But, because a dull, wrong-headed man supposes that in the dictionaries the word has "forgiveness" opposite to it; and because the silly Mr. Keats, in some of his melting moments, said something about "making it up," or the like ill-considered speech; the common-sense and discretion of eleven jurymen, and the learning and labour of the judge, were very nearly frustrated of arriving at any conclusion on the case. Jurors who are bent on exhibiting their own individual sagacity and impartiality will go near, if not well looked after, to render universal the county-court practice of dispensing with their assistance, as a mere clog on the machine of justice. Presumption and self-sufficiency, and a disposition to the strangest compromises and confusions of law and fact—these characteristics have of late been disgracefully prominent in juries. Undoubtedly the law's demand for unanimity, and its alternative of starvation, shivering, and unrest, may produce very surprising logical processes, even in minds less exceptionally constituted than that of the opponent of Sir C. Cresswell. The verdict which Lord Campbell lately refused to receive at the Guildhall was perhaps one of the most marvellous examples ever given of how jurymen, being under compulsion to agree, contrive to reconcile opposing views. But if "obstinate jurymen" continue to write to the daily papers, we shall soon cease to be astonished at any verdict.

Legal News.

COURT OF QUEEN'S BENCH.

(Sittings at Guildhall, before Lord CAMPBELL and a Special Jury.)

Smith v. *The Great Northern Railway Company.—Dec* 18.

This action was brought by Mr. Smith, a commercial traveller, to recover compensation in damages for injuries which he had sustained while travelling on the Great Northern Railway. The defence was, that the accident to the train in which the plaintiff was a passenger was to be attributed to the unprecedented floods in the neighbourhood where it happened, and not to any negligence on the part of the company.

At the sitting of the Court this morning,

Mr. *Baddeley*, one of the counsel for the plaintiff, said, that rather than put the jury to the inconvenience of sitting up all night, they had made a distinct offer to the defendants last evening to take the verdict which the jury found for the plaintiff, and to leave the amount of damages to be settled by his Lordship; but that proposal was not acceded to.

Lord CAMPBELL—I don't wonder that the offer was refused. I must say that I think it was a most unreasonable offer, and that the gentlemen on the other side did their duty to their clients by not accepting it.

Mr. *R. Clarke*—If I had acceded to it, I think I should not have shown that admiration for trial by jury which your Lordship expressed yesterday. Last night, one of the jury sent down a letter saying he was suffering from an illness which he described; and that he wished to see his medical attendant. We gave permission to the officer to send a letter to his medical attendant; but that was not done, and time was lost. The man repeated his application, and at length a medical officer was sent for.

Lord CAMPBELL expressed his approval of that course.

Mr. *R. Clarke*—The medical officer stated that the juryman was just recovering from a carbuncle—that the wound was still open on his neck—that he, under medical advice, had been in the habit of taking food every two hours and a half, and that a stimulant ought to be immediately administered to him. The attorneys on both sides took upon themselves the responsibility of allowing the medical man to see the gentleman and to administer to him whatever was necessary.

Lord CAMPBELL—I entirely approve of all that has been done.

Mr. *R. Clarke*—I wish to call your Lordship's attention to the fact that the jury are not yet agreed. I understand they are not on a footing of equality.

Lord CAMPBELL—We will hear that from themselves.

Mr. *R. Clarke*—I mean as regards food. Some of them have had no food since breakfast yesterday morning.

Lord CAMPBELL—As the law stands they might have had refreshments before they retired. I remember Lord Ellenborough laying down that, but after they are once locked up they may not have refreshments. Now we will send for the jury and see whether they are agreed.

Mr. *R. Clarke*—Your Lordship will remember that two juries in cases involving the same question have already been discharged, not being able to agree.

Lord CAMPBELL—I do not see any advantage in keeping up this interlocutory discussion.

The jury then came into court, and entered their box. Two or three of them looked very unwell; but all seemed worn out and fatigued by their long and unpleasant confinement without fire or food.

The Associate asked them if they had agreed upon their verdict.

The Foreman—We are not. We cannot come to an agreement.

Lord CAMPBELL—That is a sensible and reasonable answer, which the law contemplates and will sanction; but I must repeat that the answer you first gave yesterday—namely, that you found for the plaintiff with a farthing damages, was not reasonable, and was what the law cannot sanction, and for this reason, that it was quite clear you were not agreed. I must be permitted to say, that it was quite clear you did not all believe that the plaintiff had suffered what he did suffer from the negligence of the defendants. You could not all have agreed in saying that, and not having done so, it was impossible you could say that he was only entitled to a farthing damages, and no more; for he was a respectable man, he had suffered severely, and had done nothing to disentitle himself to damages; and by law he was entitled to reasonable damages for what he had endured. Therefore it is quite clear that your verdict was wrong on the face of it, and was not what you really intended, and it was my duty not to receive it. It now turns out, that I was right in what I did, for it appears you were not agreed in opinion then, and that you are not agreed at the present moment. That being the case, I will now discharge you from further attendance. The law contemplates that a jury may not agree. With regard to the time when a judge may discharge a jury, that depends upon his own discretion; and when it seems that there is danger to life or health from longer confinement, and that there is no reasonable prospect of the jury agreeing, a judge will discharge his duty if he releases them from further attendance. At the assizes, according to traditional law, a jury who cannot agree ought to be kept locked up as long as the assizes last, and be carried in a cart after the judge to the boundary of the next county, and there be shot into a ditch. With regard to the sittings in London, which go on continuously for a long time, the jury are left entirely to the discretion of the judge, and, you having sat up the whole night—I am afraid much to your inconvenience—in obedience to the law, and I having reason to believe that the health of one of you is in a rather precarious state, and there being no propect of your agreeing—I now discharge you all. Such is the law at present; but I may mention that I have given notice of my intention to bring in a bill in next session of Parliament to alter the law on the subject. I never would wish to encroach on the maxim which has hitherto governed us in England, that no man shall be convicted of a crime unless the jury are unanimously of opinion that he is guilty; but with regard to civil cases, my opinion is, that if—I will not say a majority—a certain number, say nine or ten, concur in a verdict, that verdict should be taken, and acted upon, unless it should afterwards be disapproved of by the Court. I intend to submit a proposition of that nature to the Legislature; and, as you cannot agree, this trial must go for nothing, and it will be necessary to summon another jury, who I hope will be unanimously of opinion either for the plaintiff or the defendants on the merits, and will give a verdict that may be satisfactory to the country. You are now discharged.

A Juryman—I think we told your Lordship last night that we had not agreed.

Lord CAMPBELL—Well, that shows you were not agreed when you gave your verdict.

NEW LAW COURTS.

The following letter appeared in the *Daily News* of the 20th ult.:—

"SIR,—For a long time there have been great hopes that the spot occupied by a dirty, jumbled up, block of old houses and alleys close to Temple-bar should be the honoured site of our new courts of law, for when property decreases and arrives at its lowest ebb, it is generally the course to carry out some good improvements, and thus sweep away a great eyesore. Few persons have an idea of the wretched condition of this crowded neighbourhood at the back of Temple-bar; so miserable and gloomy is this rookery, that a foot passenger can scarcely trust himself through its narrow passages. Not many suppose that such property could have remained so long occupying the centre of the most industrious city of the world. It is just the very site for the new law courts, for around Temple-bar has always existed the standing of the law, and no better place can be found than the close proximity of its best societies—the Temple and Lincoln's-inn. We are generally informed there is a suitors' fund for the purpose, and if so, why not commence at once; for such a vast improvement would add also to the carrying out of many others equally needed; for at the same time we should have Carey-street (which at present resembles a bit of a street dropped inconveniently from the clouds amidst a lot of houses) formed into a good thoroughfare, which would much relieve the great traffic of the Strand and Holborn; and we should also get an important communication with that admirable institution, King's College Hospital. I am an old inhabitant, and have heard this said improvement talked of above twenty years. I do trust that the time has now come when we may hope that the deal of conversation it has created may give place to the effectual carrying-out of this long looked-for improvement.

"Not forgetting the valuable influence you exercise on this subject, I am, &c., "PERSEVERANCE."

"December 14."

NORTHUMBERLAND & DURHAM DISTRICT BANK.

A meeting of the Sunderland creditors of the Northumberland and Durham District Bank was held on the 17th ult., to consider the course taken by the liquidators. Mr. Alderman RANSOM in the chair.

The CHAIRMAN, in stating the object of the meeting, said, the liquidators had sent in a claim for their services, and the Vice-Chancellor had directed a circular to be sent to all creditors of £3000, asking their opinion. Fortunately for the committee of creditors in Sunderland, not one of them was creditor to that amount, but they had observed the published statements of the liquidators with alarm. The committee were aware that the decision of the Vice-Chancellor would not be given until the 13th of January, but they thought it right to lay their views before the Vice-Chancellor, and he wrote to Mr. Pugh, the clerk to the Vice-Chancellor, stating the objection of the Sunderland committee of creditors to allowing anything approaching the sum claimed by Messrs. Elliot, Bainbridge, and Fairs, and their indignation at the amount proposed by Mr. Coleman for his services. A reply had been received, that the views expressed would be laid before his Honour. It was desirable to obtain the opinion of the whole of the Sunderland creditors, and hence that meeting had been called. The Chairman then proceeded to explain what the claims referred to were. Mr. Coleman would be paid at the rate of two per cent. In the report which he presented, on the 13th of April last, he estimated the assets which would have to be produced at £2,255,000. If the expenses of the liquidation and interest of the deposits were added, it would amount to two and a half millions, and upon that Mr. Coleman asked two per cent., or £50,000 for three years. The other three liquidators claimed £1500 a-year each, making altogether a sum of £63,500 to be divided amongst four of them. Now, whatever sum was obtained by these gentlemen, every farthing of it came out of the pockets of the creditors. They had suffered enough already, and to be mocked with three years' further efforts was monstrous; they must go before every court and oppose it. In conclusion, the chairman submitted several resolutions to the meeting, to the effect, that the claims above referred to should be strongly resisted; that one half per cent. on the first 15*s.* in the pound paid to the creditors, and three quarters per cent. on the other 5*s.* and interest, which in round numbers would produce a sum of £14,521 10*s.* for division amongst the liquidators, is a large and liberal allowance for their services, being at the rate of £4,840 10*s.* per annum for division amongst them; and that the creditors had great cause to complain of the manner in which the liquidators have up to the present time conducted the affairs of the bank, and at the small amount already paid to the creditors after a lapse of nearly twelve months, without any certainty when another dividend will be paid. The Chairman expressed his belief that a per-centage would be the best possible form of payment, as it would be an inducement to the liquidators to obtain the largest amount for the creditors, and to wind up the affairs as soon as possible.

After some discussion, the whole of the resolutions were passed.

THE NEW BANKRUPTCY COMMISSIONERS.

(From *The Daily News*.)

The Lord Chancellor has just been filling up two vacancies among the Country Commissionerships of Bankruptcy. The gentlemen upon whom his choice has fallen are Mr. Biggs Andrews, Q.C., late of the Norfolk Circuit, and Mr. G. W. Sanders. With regard to Mr. Andrews there is, we apprehend, a general feeling in professional circles that the selection is a very commendable one. A standing of nearly forty years at the bar, professional rank, a practice once considerable, and still

respectable, a sound knowledge of law, conciliatory manners, and a well-balanced mind, are proved qualifications which we have little doubt will justify a nomination that on all grounds seems entirely unobjectionable. It is not without reluctance that we are led to express a doubt whether the general approval of the legal profession—the best test of fitness in all these cases—will be equally pronounced in favour of the appointment of Mr. Sanders. This gentleman is almost, if not entirely, unknown in the sphere of active practice. It is of course possible that he may prove qualified for the responsible judicial post which has been conferred on him, but his qualifications have hitherto been latent. In respect of standing, indeed, he is as nearly as possible on the same footing as Mr. Andrews; but there, as far as the profession at large have any means of judging, the comparison ends. The capacity in which Mr. Sanders has hitherto been before the public has certainly not been of a kind which can either prove or disprove his qualification to act as a Judge in Bankruptcy. He was for some time secretary to Lord Langdale when that eminent person was Master of the Rolls; he did not succeed to the same functions under Sir John Romilly, but for some time past has been, and at the period of his recent promotion still was, Secretary to Lord Justice Turner. This, we believe, is the extent of his professional claims—unless, indeed, the fact of his father's having written a valuable legal work—the well-known treatise of "Sanders on Uses"—can be supposed to transmit a sort of derivative virtue to the son. Let us not be misunderstood. We have not the slightest wish to insinuate, nor the slightest reason to suppose, that Mr. Sanders is not a most estimable and worthy person. It may even by chance turn out that he is not incompetent for the post to which he is promoted. We trust it may be so. Our point is simply this, that whatever may be his personal merits, he does not possess those ostensible professional claims which are generally regarded in Westminster-hall as constituting a satisfactory ground for responsible judicial appointments. His duties as secretary were of a purely formal and ministerial nature—such duties as were fitly remunerated by the very moderate salary attached to the office. They involved no exercise of the higher powers of the mind—no development even of that practical business faculty—of that acquaintance with the world—of that power of dealing with complicated states of fact, and long chains of evidence, which actual practice at the bar is so calculated to call forth, and which form such an important portion of the qualification of a judge in bankruptcy.

Lord Chelmsford, who last session introduced to Parliament a Bill for the Amendment of the Bankruptcy Law, cannot be ignorant of the great dissatisfaction which prevails among the mercantile classes at the mode in which that law has been administered, more especially in the provinces. Our own columns have presented ample evidence of the wide diffusion and the rapidly growing strength of this feeling Influential meetings have been held on the subject; all Chambers of Commerce throughout the country have reported on it; it has for the last two or three years held the paramount place among practical law reforms. It is with this knowledge full on his mind that Lord Chelmsford has selected for the responsible and difficult post of a Country Commissioner in Bankruptcy a gentleman who, whatever his private worth, has certainly none of those proved professional qualifications which are generally recognised, and properly recognised, as indicating practical fitness for judicial functions. It can hardly be urged by Lord Chelmsford, in extenuation of such an appointment, that the days of Country Commissionerships in Bankruptcy are in all probability numbered, and that any appointments now made will, therefore, be in the nature of appointments ad interim. In the first place, Lord Chelmsford's own Bill does not contemplate the abolition of these commissionerships, though the schemes of other law reformers do; in the next place, as every commissioner, on abolition, would have a vested interest in about two-thirds of his salary as retiring pension, the appointment of a commissioner merely with a view to his proximate abolition, though it might in one sense dispense with much need of inquiry as to his judicial fitness, would undoubtedly be a job of the most gross and offensive order of rankness. We do not accuse Lord Chelmsford of this sort of thing; we don't for a moment believe him capable of it. His exercise of legal patronage hitherto has evinced a very proper sense of what is due to the public and to himself. In the case of Mr. Sanders he appears to have gone out of his way to make an appointment which on public and professional grounds it would be difficult to justify.

The selection is the more extraordinary as there must be many men of adequate professional qualifications who would have been as eager to accept the office as they would have been competent to fill it. There is a period in the career of many highly respectable members of the bar, whose success, though considerable, has not fully borne out their earlier hopes, when all aspirations for the bench of supreme judicature are finally abandoned, and ambition limits itself to humbler prizes. Former leaders of circuits, who have been passed in the race by more brilliant or pushing competitors—men eminent below the bar as sound lawyers, but who, from not being gifted with talent for leading causes, have lost business in attaining rank—these constitute the class from which it is always possible, and generally advisable, to select judges of the secondary order of dignity and emolument. To these men the ease of a provincial life, the absence of the cumbrous and costly ceremony which hedges in a real "scarlet and ermine" judge, the comparative lightness of the work, and the very handsome salary of £1800 a-year, constitute very sufficient and solid reasons for regarding a provincial Commissionership of Bankruptcy as one of the most eligible appointments in the gift of the Chancellor. It would be easy, but it would be invidious, to name many gentlemen at the bar from whom such a selection might with general approbation have been made. If, as we do *not* think, political claims can be allowed to weigh in such appointments, there are not wanting those who to every description of solid qualification add the doubtful merit of political exertions and political sacrifices on behalf of the party now in power. *We* don't, of course, make the forgetfulness of such claims a topic of reproach to Lord Chelmsford. Political considerations, according to our view, ought in these cases entirely to be thrown aside. Our sole complaint—and it is one in which we believe we are backed by a very strong professional feeling—is simply this: that Lord Chelmsford, in the selection of Mr. Sanders for a very responsible judicial appointment, appears to have departed, without necessity, from the salutary and recognised rules by which fitness for such appointments is most securely and satisfactorily ascertained.

KEATS v. KEATS AND MONTEZUMA.

The following letter has been addressed to the Editor of *The Daily News*.

SIR,—It was only this morning that I read your "leader" in Thursday's paper upon the Divorce Court, and being unfortunately the obstinate juryman you refer to, I venture to set you right upon several facts connected with the Keats' case, particularly as they bear strongly upon the question of condonation.

The first point of difference has reference to a reconciliation. You state that Mrs. Keats' family opened negotiations for that object. Such was not the fact, Mr. Keats only having done so, and on two occasions after he had sworn to a knowledge of his wife's guil: First, through Miss Janrin, an aunt of his wife; and, secondly, through Baron Sampayo, to the Rev. Mr. de Breazy, his wife's brother-in-law.

Secondly. The meeting took place, not as you state at the house of the wife's brother-in-law, but at Mr. Keats' own residence in Inverness-terrace; and although he was not led to expect the presence of his wife, he did not object to her entrance into his house, or exhibit the slightest disgust; on the contrary, he entertained her, her sister, and brother-in-law, to lunch, and in the course of a long interview showed his wife over a portion of his new house, expressed satisfaction, and eventually set out in a carriage with them to put an end to the lawsuit.

Thirdly. No evidence was admitted as to the wife's conduct after the Dublin visit.

Fourthly. You state that "I declined to limit myself to a mere verdict on the facts." Now, the facts were on my side, and were admitted to be so by several other jurymen; but, because the legal interpretation of condonation did not coincide with the simple dictionary meaning, the testimony of an upright witness was ignored, and I coerced into a verdict against my conscience and convictions, thus setting up law instead of facts as the basis of a verdict.

The brother-in-law, a young clergyman, swore to the fact of forgiveness having been given, and his conduct all through this deplorable transaction was to my mind most natural, and his evidence given clearly and without guile; and I thought him hardly dealt with in the judge's summing up, when he expressed a desire that "there had been less appearance of art and contrivance on the part of those who came forward to prove the condonation." This clergyman had heard evil reports about his wife's sister, but was fain to believe her innocent; and upon being requested by the husband to bring about a reconciliation, was it not natural that he should bring the husband and wife together as soon as possible? But all through the trial the tide ran against the profligate woman, without waiting to consider

whether the husband was blameable—a point that I never lost sight of. His conduct after he suspected his wife's honesty was anything but proper. No husband is justified under such circumstances in allowing his wife to leave his house without protection from the assaults of her paramour. It was his duty to have placed her in charge of her mother; there, in retirement, to show by her conduct whether he could again receive her into his confidence. Indeed, his conduct was so heartless that the question might fairly have been raised whether he was not conniving at his wife's iniquity to facilitate the point he has now gained.—I am, &c., THE OBSTINATE JURYMAN.

Avenue-road, Dec. 18. ———

SOLICITOR ELECTED MAYOR.

Barnstaple . . . . . Mr. R. BREMRIDGE.

At the last petty sessions holden at Gainsborough, a case was heard exhibiting the necessity of some alteration in the existing game laws. Two men were charged with trespassing in pursuit of game on lands belonging to Sir Thomas Beckett. A watcher, named Codd, had heard a shot about 4.30 on Sunday afternoon, and on repairing to a part of the wood he saw two men, one of whom was putting a gun in his pocket. He addressed them, and he was now quite sure that the defendants were the men. No additional evidence whatever was given. For the defence six witnesses were called, three for each of the defendants, who swore distinctly that they were with the prisoners, in their respective houses, from soon after dinner until after 4.30 in the afternoon in question, and during that time neither of them went anywhere. Each of these witnesses was subjected to a rigorous cross-examination by the bench, but they failed entirely in shaking in the least their testimony. Notwithstanding this, however, the bench convicted both prisoners, and inflicted the full penalty, with costs.—*Manchester Guardian.*

In the Court of Queen's Bench, on the 20th Dec., an objection was made, that a contract was not in writing as required by the Statute of Frauds. Mr. Justice Crompton, in summing up the case to the jury, said, that lawyers had been of opinion that to keep up the provision that a written contract was necessary in certain cases, when most other contracts were verbal, was hardly reasonable; but in the city of London there had been a sort of feeling in favour of continuing it. He himself had hardly ever known the Statute of Frauds used except for the purpose of defeating a fair claim. However, the objection having been made, the plaintiff must fail, for though the goods had been sent to the defendant's premises, they had not been received or accepted.

At a meeting of the London creditors of Colonel W. Petrie Waugh, held Dec. 30, Mr. Flower in the chair, the following resolutions were unanimously passed: "That this meeting concur with the country creditors in their opinion that it is undesirable, under present circumstances, to prosecute Colonel Waugh at the expense of the estate, such a course not being of pecuniary advantage to the creditors, but entailing a serious diminution of the assets;" and "That the thanks of the meeting be and they are hereby given to Messrs. J. & J. H. Linklater & Hackwood for their successful management of the estate."

A return has been published of the gross amount of fees received by all clerks to the magistrates in all the cities and towns of England and Wales of more than 10,000 inhabitants, in 1855, 1856, and 1857. The sums vary. At Liverpool fixed salaries are paid instead of fees.

In the Divorce Court, on the 20th December, Mr. Justice Cresswell said, he had some hopes of obtaining the attendance of two judges, for the purpose of proceeding with the cases set down for hearing before the full Court, for two or three days before the commencement of next term, and perhaps for a day or two during the first week of term.

Mr. Radford, solicitor, Gateshead-on-Tyne, has been appointed auditor of the poor-law accounts for the district of North Durham. We feel sure that this appointment will give satisfaction, both to the public and to the profession, of which that gentleman is so worthy a member.—*Newcastle Chronicle.*

The recordership of Derby has become vacant by the death of Mr. Commissioner Balguy.

Mr. Serjt. Wells has received the honour of knighthood, on his appointment to be a Judge of the Supreme Court at Calcutta.

Recent Decisions in Chancery.

WILL—CONSTRUCTION—"CHILDREN"—"DIE WITHOUT LEAVING ISSUE."

Pride v. *Fooks*, 7 W. R. 109.

This case deserves attentive study, as it illustrates the rules of construction of some of the most common terms in wills, and shows how much embarrassment and litigation may be caused by want of attention to their precise legal import. The decision of the Master of the Rolls may not improbably have carried out the real intention of the testator, but it was calculated to shake legal principles which have been strictly maintained by the Lords Justices in reversing that decision on appeal.

The testator made his will in 1805, and died in 1808. There was a residuary devise and bequest of all his freehold, leasehold, and personal estate, to a trustee, upon trust to convert and invest, and form an accumulated fund, "in trust for, and for the only benefit of such child or children as they, his said nephews, W. and T., and his niece, D., should leave at the time of their respective deceases, and to be paid and divided in manner following, that is to say, one-third part thereof to the child or children of the said W.; if but one child only, then the whole to such only child; but if more than one, then unto all such children in equal proportions; and the two remaining third parts thereof to the child or children of the said T. and D. in like manner. And in case either of his said nephews and niece should happen to die without leaving any children or a child lawfully begotten, then he directed that such third part should go and be paid to the children or child of the other or others leaving children or a child in equal proportions if more than one. And in case all of them, his said nephews and niece, should happen to die without leaving any issue lawfully begotten, then he directed that the whole of the residue of his said estate should go and be paid to the three children of G. in equal shares and proportions, if all living, or in case of either of them being dead to the survivors or survivor, and the issue of such as might be dead, such issue taking per stirpes and not per capita." The difficulty arising upon these dispositions, it will be seen, was this: if one or two of W., T., and D., should die *without leaving children*, the share or shares of the children of such one or two would go to the children of the third. But if W., T., and D., should all die *without leaving children*, what would become of the shares? The gift over was only if all three should die *without leaving any issue*. W., T., and D., all survived the testator. W. and T. died without leaving issue. D. died leaving no child, but several grandchildren, surviving her. As D. had left issue, the event upon which the gift over to the children of G. was limited did not happen, and therefore that gift failed. On this point the Lords Justices concurred with the Master of the Rolls. But it was further held by Sir *J. Romilly*, that the words "child or children" of W., T., and D., might be extended to grandchildren, and consequently that the grandchildren of D. who survived her took the fund per capita. The Lords Justices reversed this decision, and held that in the event which had happened there was an intestacy. It should be observed that the residuary estate consisted only of personalty.

In deciding that the word "children" might embrace grandchildren, or more remote descendants, the Master of the Rolls relied upon the numerous class of cases in which the Court has held the word "children" to be equivalent to issue or descendants. In this general sense it has often the effect, when applied to real estate, of creating an estate tail. There is a rule of construction, commonly referred to as the doctrine of *Wild's Case*, that when lands are devised to a person and his children, and he has no child at the time of the devise, the parent takes an estate tail. As regards personalty, the Court, in several cases, seems to have been averse to the application of this rule. The point, however, would not, in general, be important; for, as the rule only applies where there is no child to take jointly with the parent, and as the absolute interest in personalty passes without words of limitation, the result is, that the parent, as the only existing object at the time of the distribution, would be solely entitled either way. There are, also, many cases where words referring to leaving no children have been held to mean leaving no issue. In some of these cases, this construction has been aided by the context; but in *Bacon* v. *Cosby* (4 De G. & S. 261), where a testator left "his entire fortune equally divided between his two daughters, and directed that that the portion of his youngest daughter should devolve, in case of her dying without children, to his eldest daughter and her children," a similar construction prevailed,

though there was no explanatory context; and the consequence was, that the younger daughter took an estate tail in the realty, and as to the personal estate the gift over was void, and she took an absolute interest in it. *Knight Bruce*, V.C., said, that this would be the plain construction, but for the words "and her children" occurring at the end of the will, and applied to the elder daughter, coupled with the fact that the elder daughter had children at the date of the will. This, however, he thought was much too slight and conjectural a ground for departing from a settled rule of construction. But upon all these cases, even the strongest of them, it is to be observed that they afford no authority for extending the word "children" to grandchildren, as was done by the Master of the Rolls. In these cases the word "children" was held to be synonymous with issue in all events. In the case before us, suppose that W. left children, T. no issue, and D. grandchildren, but no child. In that state of circumstances, the children of W. would take the whole fund—that is, "children" would mean children, and no more. But if neither W. nor T. left issue, and D. left grandchildren, but no child, these grandchildren, according to Sir *J. Romilly*, would be entitled—that is, "children" would now mean grandchildren. The effect of this construction would be that, at the death of the testator, one could not have told whether the word "children" was to be understood in its natural or in its extended sense. We must wait until the death of the survivor of W., T., and D., in order to know how to read the will. There are doubtless cases (*Crooke* v. *Brooking*, 2 Vern. 106, referred to by *Turner*, L. J., is one) which contain dicta that, under a bequest to "children," if there had been no child, grandchildren might have taken. But these dicta are, in some cases, rather weakened by the decisions with which they stand associated, and they are clearly inconsistent with all sound principles of interpretation.

The Master of the Rolls was understood by *Turner*, L. J., in the sense which we have attributed to him above, and the Lord Justice stated the objection that the construction of the will was thus made to depend on subsequent events. But it is possible that the Master of the Rolls meant something different, and that his view of the effect of the clause, if fully set forth, would have stood thus:—Suppose W. dies, leaving children, they take one-third of the fund; and if W. dies leaving grandchildren, but no children, the grandchildren take this third. Next, suppose T. dies without issue, the children or grandchildren, as the case may be, of W. thereupon take part of a second third. Or, suppose T. dies leaving children, they take this third; and if T. dies leaving grandchildren but no children, the grandchildren take this third. Then, suppose D. dies without issue, the children or grandchildren of W. and T., or of one of them, take among them the third third, but children of either W. or T. do not exclude grandchildren of the other. Lastly, if D. leaves children, or grandchildren but no children, either the children or the grandchildren take this third; and if either W. or T. have died without issue, then children or grandchildren of D. share a third with the children or grandchildren of the other of W. and T., all the participators, whether children or grandchildren, sharing, as it seems, equally—that is, grandchildren taking per capita and not per stirpes. This scheme for the exposition of the will does not appear open to the objection that it leaves the testator's meaning to be determined by subsequent events. The expositor does not say that the word "children" is to have in one event its usual, and in another event an extended sense; but he says that in one event children, and in another—there being no children—grandchildren are to take. At the death of the testator, therefore, there would be no uncertainty beyond that which usually arises from the course of future events being unknown. The Master of the Rolls appears to have considered, that the use of the word "issue" in the gift over, warranted him in importing into the will a series of complicated limitations, of which we have above attempted to give an outline. But surely this would be to make a will, or great part of one, for the testator, so that in any view of his meaning, Sir *J. Romilly* transgressed the established rules of law.

In the case of *Ellicombe* v. *Gomperts* (3 My. & Cr. 157), an attempt was made by Lord *Cottenham* to lay down a general rule applicable to all such cases as that now before us. "Provision," says he, "is made for certain members of a class answering a particular description, and then a gift over is made upon the failure of the class. If it be clear that the whole of the class were not to take, the gift over, though made to depend upon the failure of the whole class, will be construed to take place upon the failure of that description of the class who were to take; and, on the other hand, if it appears that all the class were intended to take, although some only were enumerated, and the gift over be upon the failure of the whole class, the Court will adopt such a construction as will extend the benefit, in the best way the law will admit, to the whole class." This is an example of an essay, by a very able lawyer, at something like that codification of the reports which is sometimes recommended for getting rid of the difficulties of the law. Sir *J. Romilly* quoted the passage as if for his own guidance, but it is not easy to see how he could get any great help from it. For how is it to be made clear that the whole of the class were or were not to take? That can only be ascertained by an attentive consideration of the entire will. The Master of the Rolls argued that, the gift over being upon failure of the whole class of "issue," all the class (children, grandchildren, &c.) were intended to take, although some only (children) were specified. But surely Lord *Cottenham* meant that this should be made clear by some other reasoning than a mere reference to the terms of the gift over. It will be observed that the first half of his Lordship's rule, if capable of a general application, would have governed the present case. Provision was made for part (children) of a class (issue), and then a gift over was made upon the failure of the class. It was clear (to the Lords Justices) that the whole of the class were not to take, and therefore, according to the rule, the gift over should have been construed to take place upon failure of that description of the class who were to take (children). But the Lords Justices declined so to construe it. If it be said that children cannot properly be called members of a class (issue) answering a particular description, this observation shows that attempts at generalization, even by the ablest lawyers, are not very hopeful. In the case before Lord *Cottenham* the words upon which the question turned were,—"And in case no son of any son of my said son now born or hereafter to be born in my lifetime, nor any son of my said son born after my decease, shall live to attain the age of 21 years, then, from and immediately after the decease of all the sons and grandsons of my said son, I direct, &c.;" and it was held that the gift over took effect upon the decease of certain members of the class of sons and grandsons answering a particular description, and for whom provision had been made, and that the words "all the sons and grandsons" were to be restrained by the first part of the clause. Here, therefore, one part of the gift over explained and controlled the other. The reasoning of Lord *Cottenham* on the particular case before him is most satisfactory; but his general principle was not required for its decision, nor was that decision such that the principle could be deduced from it.

Although the Lords Justices agreed with the Master of the Rolls upon the second question, holding that the gift over to the family of G. did not take effect, they do not seem to have altogether adopted the argument which he founded upon the case of *Westwood* v. *Southey* (2 Sim., N. S., 192). In that case, which furnishes a good example of the legal construction of a will somewhat similar to that before us, a testator, who had two sons and one daughter, gave the interest of £3000 stock to W., one of his sons, for life, and after his decease he gave the principal sum to all the children of W. equally; and if but one, the whole to such one, to be paid at twenty-one, and the interest to be applied for maintenance. He gave similar legacies to each of his two other children and their children. "And upon the death of either of my said sons or daughter without issue, then I direct that the interest, dividends, and produce, so as aforesaid given and bequeathed to him, her, or them so dying, shall be paid and payable to the survivors or survivor of them, my said sons and daughter, in equal shares and proportions." The testator's son W. survived him, and had one child, who died an infant. Then W. died, leaving no issue of any degree living at his death. The fund was claimed, on the one hand, by the representative of the deceased child, as having vested, and not having become divested. On the other hand, it was claimed by the two surviving children of the testator, by virtue of the gift over. There was a third possible construction, somewhat similar to that adopted by the Lords Justices in the case before us, viz. that W.'s child took no vested interest, and that the gift over was void, so that the residuary legatees would take. It was held, on the first point, by *Kindersley*, V. C., that the child took a vested interest at its birth. On the second point, he said that the words, "upon the death of either of my three children without issue," were capable of three constructions; the first, that they referred to an indefinite failure of issue; the second, that they referred to dying without the particular class of issue before mentioned; the third, that they referred to dying without issue living at the death of the person dying. If the first construction were the right one, the gift over would necessarily be void, and the Court would strive to

escape this conclusion. The Vice-Chancellor then considered the two other suggested constructions, and he thought the terms of the gift over showed a clear intention to confer personal benefit on the survivors or survivor of the testator's three children, and therefore that the limitation over on the death of any one of the children without issue referred to the death of any one of them without leaving issue living at the death. At this point of the judgment occurs the passage upon which the Master of the Rolls relied, and this it is necessary to quote at length. "The remaining question is, how does this conclusion affect the construction of the word issue in the limitation over? It is true, that where there is a legacy to one for life, and after his death to his children, with a gift over if he die without issue, and there is nothing to restrain those words, the words 'without issue' are limited to the issue before mentioned. But the ground on which the Court has used violence with the words, and interpolated the word 'such,' is this, that if there were no restriction on the generality of the words 'dying without issue,' the limitation over would be void. You refer, therefore, the language of the gift over to that of the preceding gift, in order to limit the general term 'issue' to the particular issue before mentioned. But when the dying without issue is either in terms or by the proper construction limited to dying without issue living at the death, there is no reason for interpreting the words as meaning 'such issue' as before mentioned. I am not aware of any case in which, a legacy being given to one for life, with remainder to his children, and a gift over if he dies without issue, in the sense of issue living at his death, the limitation has been restricted as if the words had been 'such issue' as before mentioned. Such a construction might, in fact, wholly defeat the testator's intention; for if the words were to mean 'such issue,' the effect might be this—the tenant for life might have an only child, who might attain twenty-one, marry, and have children, and die before the tenant for life, and then the child, and the issue of that child, would be excluded." The result of the judgment was, that the child of W. took a vested interest at its birth, but that vested interest was liable to be divested by the death of W. without leaving issue living at his death, and that event having happened, the gift over took effect. Although the gift over was only of the interest of the stock, the absolute interest passed by it to the surviving children.

The passage above quoted may be useful as an exposition of the general law, but it does not seem to have been a necessary step towards the decision which we have just stated. The Vice-Chancellor had already arrived at the conclusion that "dying without issue" meant "dying without leaving issue living at the death." Now, if a man dies without leaving issue, he dies without leaving children, and nothing is gained by showing that rules of law do not require "issue," in this instance, to be read "such issue," i. e. "children"—which seems to be the practical result of the above argument. It is, perhaps, of some importance to remark, that the last sentence of the quoted passage appears to have been misapprehended by Sir *J. Romilly*, when he said that the Vice-Chancellor had suggested, by anticipation, the precise case before him. Sir *R. T. Kindersley* says, that "issue" ought not to be construed "such issue," that is, "children," because, if the tenant for life had an only child, who died in his lifetime, leaving children, a gift over, on "dying without issue," would exclude these children, and thus a vested interest would be divested, and the testator's intention, in all probability, would be defeated. But in the present case, to read "any issue" as if it were "such issue," that is "children," would not divert any vested interest, inasmuch as the interests were contingent during the lives of W., T., and D. If, indeed, we suppose with Sir *J. Romilly* that grandchildren of W., T., and D., might take, the reasoning of *Kindersley*, V.C., might become applicable. But it will not do to argue from the word "issue" in the gift over that "children" in the primary gift includes grandchildren, and then to infer from this extension of the class of takers that "issue" in the gift over cannot mean only "children." "I do not" said *Turner*, L.J., "mean to give any opinion upon the case of *Westwood* v. *Southey*," so that the Lord Justice guarded himself against a full adoption of the argument of Sir *J. Romilly*, while agreeing in the conclusion arrived at by him on the second question in the case.

Cases at Common Law specially interesting to Attorneys.

PRACTICE—ARREST OF ABSCONDING DEBTOR—1 & 2 VICT. c. 110, s. 3.

Burns v. *Chapman*, 7 W. R., C. P., 89.

Since the passing of the statute 1 & 2 Vict. c. 110, in the year 1838, the defendant in an action cannot as the general rule be arrested, unless a judgment against him has been obtained, and a capias ad satisfaciendum has been sued out; a writ which accepts the person of the debtor as a satisfaction of the debt, in respect of which judgment has been recovered. To this doctrine, however, there is an important exception, arising from the existence of a process under which the fraudulent evasion of a defendant from this country, and the consequent withdrawal of his person from the jurisdiction of the courts, is sought to be prevented.

This process is enacted by the statute above mentioned, after abolishing the power which, prior to its passing, the plaintiff had of commencing his action in the place of a writ of summons by a writ of capias, under which he might keep the defendant in custody till he gave bail to the required amount, in most cases where the cause of action could be sworn to reach the sum of £20 and upwards; and the process given by 1 & 2 Vict. c. 110, is, in fact, a resuscitation of this ancient practice of holding to bail or arrest in default thereof, with reference to one particular contingency, viz. where the plaintiff can, by the affidavit of himself or of some other person, show to the satisfaction of a judge of one of the superior courts that such plaintiff has a cause of action against the defendant to the amount of £20 or upwards, or has sustained damage to that amount; and that there is probable cause for believing that the defendant is about to quit England, unless he be forthwith apprehended. If such a danger can be established, then the judge may direct the defendant to be held to bail; and (on obtaining an order to that effect) the plaintiff may proceed as he was entitled to do under the ancient practice, viz. arrest the defendant on a capias ad respondendum, and keep him confined until he either deposit with the sheriff the amount indorsed on the capias (together with £10 to answer the costs), or gives a bond to the sheriff with sureties that "special bail" will be put in to the action; that is, that he will find two responsible persons who will guarantee his due appearance, or his payment of the amount for which he is sued.

Since this statute, numerous cases have arisen upon the nature of the affidavit which is necessary to give the judge jurisdiction to issue an order for a capias; and especially with regard to the nature of the defendant's intended absence, the ground for the belief that he is about to quit England, and as to the existence of a cause of action against him to the required amount. The case under discussion turned on this last point. The affidavit on which the order for the capias issued alleged the cause of action to be a claim for wages due for services performed by the plaintiff for the defendant, on the high seas; and the defendant (having paid in money to avoid being detained in prison) now made application for the return of the money so deposited, on a counter affidavit to the effect that the only cause of action in respect of which he could be sued by the plaintiff, was a different one from that alleged in the affidavit on which the capias issued. The Court, however, replied, 1. That they did not at present know what cause of action might be disclosed by the plaintiff in his declaration, and could not take an account of it from the mouth of the defendant; and, 2. That on the true construction of 1 & 2 Vict. c. 110, s. 3, it was only necessary to satisfy the judge making the order of the capias that there was some cause of action; and that the Court would not interfere with his opinion as to this by rescinding his order, unless (as in the recent case of *Stammers* v. *Hughes* (18 C. B. 527), they felt satisfied that the process of the court was being abused, and that the alleged cause of action against the defendant was not a good one. In that case it distinctly appeared, from the affidavits used by the defendant in his application for the return of money he had deposited under pressure of a capias, that the plaintiff had no cause of action against him; and, therefore, the Common Pleas ordered the deposit to be returned. In the case under discussion, however, the non-existence of a cause of action was not established to the satisfaction of the Court; and, therefore, the application for a rule calling on the plaintiff to show cause why the order for the capias should not be rescinded, and the subsequent proceedings thereon set aside, was unanimously refused.

PRACTICE—REVIEW OF TAXATION—21 & 22 VICT. C. 74, s. 5.

Edwards v. *Edwards*, 7 W. R., C. P., 92.

This was a rule calling on the defendant to show cause why the Master should not review his taxation.

It appeared that the cause had been referred by a judge of the superior court to a county court judge, and at the hearing, the parties agreed to a proposal on the part of the defendant to

pay a certain sum, in respect of the debt for which he was sued, and also the costs of the plaintiff's attorney as between attorney and client. A dispute having ultimately arisen as to the due amount of the bill sent in by the plaintiff's attorney to the defendant, it was ordered by a judge to be taxed, and it was taxed accordingly on the county court scale. On this, a rule to review the taxation was obtained, on the ground that the cause, though referred to the judge of a county court, was still a cause in the superior court, and should be taxed accordingly; and the Court, after hearing what could be said in opposition to the rule, made it absolute, without calling on counsel in its support. A case somewhat similar to that under discussion very recently came before the Queen's Bench. This was *Wheatcroft* v. *Forster*,* which was an action commenced in the superior court, which was directed by a judge *to be tried* in a county court, under the 18 & 19 Vict. c. 108, s. 26, giving him power to make such an order. The question here was, whether the costs of the action should be levied on the county court scale, or on that laid down for actions in the superior court; and the Queen's Bench held, that the costs prior to the trial should be taxed as in the case of an action in the superior court, but with reference to all the subsequent proceedings, that the Master ought to call in the county court scale, as an aid to the exercise of his discretion.

It is to be observed that the exact point in the case under discussion (though useful on account of the principle involved in its decision) cannot again arise, as so much of the Common Law Procedure Act, 1854, as enables a cause in the superior court to be by such court, or by a judge therein, referred to the judge of a county court, is repealed by 21 & 22 Vict. c. 74, s. 5.

INTERPLEADER ACT—APPLICATION ON PART OF SHERIFF—UNDER-SHERIFF ACTING AS ATTORNEY.

Holt v. *Frost*, 7 W. R., Ex., 92.

This was an application, on the part of a sheriff, to the Court for relief under the Interpleader Act (1 & 2 Will. 4, c. 58), under the following circumstances. Certain goods had been seized under a fi. fa., directed to him and executed by his bailiff on a judgment obtained against the defendant; and immediately after such seizure, a notice that the goods were claimed by a third party was served on the sheriff by his own under-sheriff in the capacity of the claimant's attorney. It was argued that the circumstance of his so acting would prevent his principal (the sheriff) from being entitled to relief under the Act. And in support of this proposition several cases were urged upon the Court, in which they refused to interfere on behalf of the sheriff, on the ground that he had become interested in the event. The chief authority as to this was the case of *Duddin* v. *Long* (3 D. P. C. 139), where the under-sheriff of the sheriff making the application (being a partner with another solicitor to whom the plaintiff's writ of execution had been sent to be executed) obtained from the plaintiff leave to delay executing it, and afterwards, in the time thus gained, commenced proceedings in bankruptcy against the defendant as the solicitor of other of his creditors; whereby the plaintiff became exposed to the danger of losing the fruits of the judgment he had obtained. Here the Court refused to interfere in behalf of the sheriff by reason of the misconduct of his agent, and they adopted the same course in a subsequent case (*Cox* v. *Bulne*, 2 D. & L. 718), where the under-sheriff, who was acting as attorney for certain of the creditors, improperly informed them of a fi. fa. against the defendant, which had been put into his hands by other parties. The rule has also been refused where the under-sheriff is himself the execution creditor (*Ostler* v. *Bower*, 4 D. P. C. 605). In all these cases, however, there was misconduct, or improper interference, on the part of the under-sheriff, which was not alleged in the case under discussion; the execution creditor opposing the interpleader rule simply on the ground that the claimant's attorney happened to be the under-sheriff. The Court, acting on this distinction between the case before them and those cited, made absolute the interpleader rule, as applied for; but in so doing, the Chief Baron went further, and took occasion to intimate that the Court were disposed to relax, under the modern practice, some of the strictness which was at one period exercised with regard to interpleader applications; and that the general principle on which they would act was, to afford the sheriff the relief of the statute wherever it appeared that he himself had no interest, and that there were other litigant parties on whom the expense of litigation ought to fall.

This intimation is not, of course, to be taken as extending so far as to do away with the necessity heretofore existing, that the sheriff shall, as a condition precedent to obtaining the rule, have actually taken steps to execute the writ; that there must have been an actual claim set up by a third party; and that there has been no unnecessary delay on the part of the sheriff in making his application, after receiving notice of the claim.

NON-CHALLENGE OF JUROR—NOT GROUND FOR NEW TRIAL.

Williams v. *The Great Western Railway Company*, 7 W. R., Ex., 97.

This was an application for a rule, calling on the defendants to show cause why a verdict in their favour should not be set aside, on the ground that after the trial it had been discovered that one of the jurymen was a shareholder in the defendant's company. It was argued that as this, if known at the time, would have been a valid ground of challenging the particular juror propter affectum, it was equally (when afterwards discovered) ground for setting the verdict aside. But the Court said that they were prepared to lay it down generally, that a juryman who is open to challenge having served on the jury, is not per se—and without special circumstances shown to the Court (as for example, that there had been a previous arrangement to procure that the juror in question should serve, or that even without arrangement, any injustice had been in fact worked)—a ground for disturbing the verdict.

* See an account of this case, sup. vol. 2, p. 804.

Correspondence.

A POINT OF CONVEYANCING PRACTICE.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

Sir,—I shall feel much obliged if you would insert the following question in your paper, so that your readers may have an opportunity of favouring me with a reply.

I am, Sir, yours very obediently,

Dec. 22, 1858. T.

In a conveyance from B. to A. are covenants on the part of A. that he will make certain payments to other parties for which B. was liable by his conveyance, and that A. would indemnify B. in respect thereof. On the completion, B.'s solicitors contend that they are not only entitled to be present when A. shall execute the conveyance, but also that they are entitled to attest A.'s execution. A.'s solicitors contend that B.'s solicitors are not entitled to attest, but that they are entitled to be present when A. executes. What is the practice in such cases, and is there any authority for it?

Ireland.

DUBLIN, THURSDAY.

As no superior court of law or equity is sitting, there is little to notice or comment on this week.

A general order of the Court of Chancery has appeared, directing that, in future, all the offices of the Court shall be closed for seven days from Christmas-day.

Quarter sessions commence at the end of the week in almost all the counties. Those for the county of Dublin are proceeding; and a decision pronounced yesterday by the chairman (Mr. O'Hagan, Q.C.) is, perhaps, worthy of notice, as it appears to have attracted much attention among the managers of religious and other institutions. It was an appeal of *T. A. Hoope* against the rating of Sir *R. Griffith*, the chief of the Valuation Office, under which a charitable institution at Kingstown, in the county of Dublin, was assessed for fiscal purposes. The premises in question are occupied as schools of the Roman Catholic Society of "Christian Brothers," in some of the rooms gratuitous instruction being given, every morning and evening, to the children of the poor, and other rooms being used as the place of residence of the "Brothers." The General Valuation Act provides, that, in making out tables, of valuation the commissioner shall distinguish all hereditaments, &c., or portions of the same, of a public nature, "or used for charitable purposes," which should then be free from poor and county rates. The Commissioner of Valuation had accordingly exempted the rooms used as school-rooms, but had valued for rating purposes those inhabited by the "Brothers." The appellant contended, that the whole should be exempted, and relied on several decisions, and particularly on that in the case of the Linnean Society (3 Ell. & B. 793), where the occupation of part of the premises by the librarian and porter of the institution had been held to be merely subsidiary to its purposes, and an occupation not *beneficial* so as to render any part of the premises rateable. The Chairman de-

cided in favour of the appellant, on the grounds that the "Brothers" resided in the building only in their capacity as teachers, and for the fulfilment of duties voluntarily and gratuitously undertaken, and that their occupation was, therefore, subsidiary to the purposes of the charity.

APPOINTMENTS, &c.

The vacancy in the chairmanship (equivalent to the English county court judgeship) of the county of Armagh, caused by the recent retirement of Mr. Tickell, has at length been filled up by the removal of Mr. Hamilton, Q. C., from Galway to the former county. The vacancy thus caused in Galway is filled up by the translation of Mr. W. W. Brereton, from Kerry; while Mr. Copinger, Q. C., vacates Kildare in order to succeed to the more valuable county of Kerry.

The effect of these changes has been to place at the disposal of the Lord Lieutenant only the third-class (or least valuable) chairmanship of the county of Kildare, the comparatively moderate emolument arising from which is, however, counterbalanced by its convenient proximity to Dublin. Of Mr. Thomas Lefroy, Q. C., who has obtained this appointment, it will suffice to say, that he is of long standing at the bar, and possesses political influence, the latter being a qualification which is in Ireland too often found to be more valuable than any amount of legal erudition could possibly be.

Michael Morris, Esq., of the Connaught bar, has been appointed Professor of Law in Queen's College, Galway, in the room of Mr. Law, resigned.

IRISH PRIVATE BILLS.

A return has been issued from the Private Bill Office giving a general list of petitions for private Bills in the session 1859. In this return we find the following Irish Bills included:—Newry and Armagh Railway, Dyson & Co., Parliamentary agents; Londonderry and Coleraine Railway, Paine & Layton; Cork Harbour Reclamation, Dyson & Co.; Dublin and Drogheda Railway, Pritt & Co.; Dublin and Wicklow Railway, Muggeridge & Co.; Ulster Railway, Pritt & Co.; Dublin and Enniskillen Railway, J. Dorrington & Co.; Great Northern and Western Railway, Pritt & Co.; Cork and Kinsale Junction Railway, J. Dorrington & Co.; Belfast and County Down Railway, Dyson & Co.; Midland Great Western Deviation of Sligo Extension line, Muggeridge & Co.; Midland Great Western, Liffey branch, Muggeridge & Co.; Midland Great Western, Cavan to Clones, Muggeridge & Co.; North Western Railway, W. Bryden; Tralee and Killarney, W. Bryden; Cork Butter Market, W. Bryden; Bagnalstown and Wexford Railway, Pritt & Co.; Belfast and Londonderry Junction Railway, Paine & Layton; Londonderry and Lough Swilly Railway, Paine & Layton; Bray Commons, Holmes & Co.; Dungarvon Harbour, Pritt & Co.; Kingstown Waterworks, Muggeridge & Co.; Portrush Harbour (Bann Navigation) Muggeridge & Co.

Professional Intelligence.

HILARY TERM EXAMINATION.

The Examiners appointed for the examination of persons applying to be admitted attorneys, have fixed Thursday, January 20 next, at half-past nine in the forenoon, at the Hall of the Incorporated Law Society, in Chancery-lane. The examination will commence at ten o'clock precisely.

The articles of clerkship and assignment, if any, with answers to the questions as to due service, according to the regulations approved by the judges, must be left with the Secretary on or before Monday, January 17.

Where the articles have not expired, but will expire during the term, the candidate may be examined conditionally; but the articles must be left within the first seven days of term, and answers up to that time. If part of the term has been served with a barrister, special pleader, or London agent, answers to the questions must be obtained from them, as to the time served with each respectively.

A paper will be delivered to each candidate, containing questions to be answered in writing, classed under the several heads of—1. Preliminary. 2. Common and Statute Law, and Practice of the Courts. 3. Conveyancing. 4. Equity, and Practice of the Courts. 5. Bankruptcy, and Practice of the Courts. 6. Criminal Law, and Proceedings before Justices of the Peace.

Each candidate is required to answer all the preliminary questions (No 1); and also to answer in three of the other heads of inquiry, viz.—Common Law, Conveyancing, and Equity.

The Examiners will continue the practice of proposing questions in bankruptcy, and in criminal law and proceedings before justices of the peace, in order that candidates who have given their attention to these subjects may have the advantage of answering such questions, and having the correctness of their answers in those departments taken into consideration in summing up the merit of their general examination.

Under the Rules of Hilary Term, 1853, it is provided that every person who shall have given notices of examination and admission, and "who shall not have attended to be examined, or not have passed the examination, or not have been admitted, may, within one week after the end of the term for which such notices were given, renew the notices for examination or admission for the then next ensuing term, and so from time to time as he shall think proper;" but shall not be admitted until the last day of the term, unless otherwise ordered.

In case the testimonials were deposited in a former term, they should be re-entered, and the answers completed to the time appointed.

PUBLIC EXAMINATION.—HILARY TERM, 1859.

Rules for the Public Examination of Candidates for Honours or Certificates, entitling Students to be called to the Bar.

An examination will be held next Hilary Term, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a studentship or honours, or of obtaining a certificate of fitness for being called to the bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name at the Treasurer's Office of the Inn of Court to which he belongs, on or before Thursday, the 30th day of December instant, and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship or other honourable distinction; or whether he is merely desirous of obtaining a certificate preliminary to a call to the bar.

The examination will commence on Friday, the 7th day of January next, and will be continued on the Saturday and Monday following.

It will take place in the Benchers' Reading Room of Lincoln's-inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—

Friday morning, the 7th January, at half-past nine, on Constitutional Law and Legal History; in the *afternoon*, at half-past one, on Equity.

Saturday morning, the 8th January, at half-past nine, on Common Law; in the *afternoon*, at half-past one, on the Law of Real Property, &c.

Monday morning, the 10th January, at half-past nine, on Jurisprudence and the Civil Law; in the *afternoon*, at half-past one, a paper will be given to the students including questions bearing upon all the foregoing subjects of examination.

The oral examination will be conducted in the same order, during the same hours, and on the same subjects, as those already marked out for the examination by printed questions, except that on *Monday afternoon* there will be no oral examination. The oral examination of each student will be conducted apart from the other students; and the character of that examination will vary according as the student is a candidate for honours or a studentship, or desires simply to obtain a certificate. The oral examination and printed questions will be founded on the books below mentioned; regard being had, however, to the particular object with a view to which the student presents himself for examination. In determining the question whether a student has passed the examination in such a manner as to entitle him to be called to the bar, the examiners will principally have regard to the general knowledge of law and jurisprudence which he has displayed.

A student may present himself at any number of examinations, until he shall have obtained a certificate. Any student who shall obtain a certificate may present himself a second time for examination as a candidate for the studentship, but only at one of the three examinations immediately succeeding that at which he shall have obtained such certificate; provided, that if any student so presenting himself shall not succeed in

obtaining the studentship, his name shall not appear in the list. Students who have kept more than eleven terms shall not be admitted to an examination for the studentship.

The Reader on Constitutional Law and Legal History will examine on the following subjects:—

He will expect the candidates for honours to be well acquainted with the early history of our constitution (an account of which may be found in *Hallam's Middle Ages*, chapter 10), and with the chapters in *Hallam's Constitutional History*, which give an account of the reigns of Elizabeth, of the Stuarts, and of Queen Anne. He will expect them to be acquainted with the *History of the Law of Real Property*; the *History of the Law of Treason*; and the *History of the Laws relating to the Press*. He will expect them also to be acquainted with the most remarkable State Trials, from the accession of Elizabeth to that of George the First.

He will expect all who present themselves for examination to possess a competent knowledge of the leading events of English history.

The candidates for a pass will be required to possess an accurate knowledge of the reigns of the Stuart kings; of the Bill of Rights; the Act of Settlement; and of the State Trials during the reigns of Charles and James the Second.

The Reader on Equity proposes to examine in the following books:—

1. *Smith's Manual of Equity Jurisprudence; Hunter's Elementary View of the Proceedings in a Suit in Equity*, part 1.
2. *The Cases and Notes contained in the first volume of White and Tudor's Leading Cases;* Huguenin *v.* Baseley, Earl of Huntingdon *v.* Countess of Huntingdon, and Woolam *v.* Hearn, in the second volume, with the Notes on those Cases. *Mitford on the Pleadings in the Court of Chancery*, Introduction; chapter 1, ss. 1 & 2; chapter 2, s. 1; chapter 2, s. 2, part 1 (the first three pages); chapter 2, s. 2, part 2 (the first two pages); chapter 2, s. 2, part 3; chapter 3.

Candidates for certificates of having passed a satisfactory examination will be expected to be well acquainted with the books mentioned in the first of the above classes.

Candidates for a studentship or honours will be examined in the books mentioned in the two classes.

The Reader on the Law of Real Property proposes to examine in the following books and subjects:—

1. *Joshua Williams on the Law of Real Property;* fourth edition.
2. *The Statute* 8 & 9 *Vict. c.* 106.
3. *The Bankruptcy Law Consolidation Act*, 1849 (12 & 13 *Vict. c.* 106); *Division* 2 (ss 65—88), *Division* 3 (ss. 89—163), *and Division* 6 (ss. 208—210), *and the Notes to those Divisions in Shelford's Work on Bankruptcy.*
4. On Notice as between Vendor and Purchaser. *Sugden's Vendors and Purchasers*, 13th edition, chaps. 23, 24 (pp. 606—640), and *Dart's Vendors and Purchasers*, third edition, chap. 15 (pp. 537—588).
5. *Hayes on Conveyancing*, chaps. 1—4; fifth edition.

Candidates for honours will be examined in all the foregoing books and subjects; candidates for a certificate in those under heads 1, 2, & 3.

The Reader on Jurisprudence and the Civil Law will examine candidates for honours in the following Books:—

1. *Linley's Introduction to the Study of Jurisprudence.* Part i. (the whole), and part ii. (chaps. 1 & 2), together with the corresponding notes of the translator in the appendix.
2. *Wheaton's Elements of International Law.* Part i. (the whole), and part ii. (chaps. 1 & 2), together with the Introductory Sketch.
3. *Institutes of Justinian.* Books 1st & 2nd, with the Notes in Sandars's edition.

The Reader will examine candidates for a pass certificate in the following books:—

1. *Wheaton's Elements of International Law.* Part ii. chaps. 1 & 2.
2. *Institutes of Justinian.* Books 1st & 2nd, with the Notes in Sandars's edition.

The Reader on Common Law proposes to examine in the following books and subjects:—

Candidates for a pass certificate will be examined in:—

1. The Common Law Procedure Act, 1852 (15 & 16 Vict. c. 76), ss. 1—41.
2. *Smith's Law of Contracts* (edited by Malcolm), omitting Lectures 1 & 7, and so much of Lecture 9 as relates to Joint Stock Companies.
3. The undermentioned cases having reference to the Law of Torts contained in vol. i. of Smith's Lead. Cas., 4th edition, with the Notes thereto:—*Armory* v. *Delamirie*—*Ashby* v. *White*—*Chandelor* v. *Lopus*—*Mostyn* v. *Fabrigas*—*Scott* v. *Shepherd.*
4. *Stephen's Commentaries*, 4th edition, vol. iv. chap. 9, "Of Offences against Public Justice;" chap. 10, "Of Offences against the Public Peace;" chap. 11, "Of Offences against Public Trade."

Candidates for the studentship or honours will be examined in the above subjects, and also in:—

5. *Story on Bailments*, 5th edition, chaps. 2, 3, & 4, which treat of deposits, mandates, and gratuitous loans.
6. *Best on the Principles of Evidence*, 2nd edition, part i. chap. 1, "General View of the English Law of Evidence;" part ii. chap. 1, "Of Witnesses."
7. Mr. Greaves's edition of *Lord Campbell's Acts*, so far as regards the statutes 14 & 15 Vict. cc. 19 & 100, with the forms of indictments applicable thereto.

LAW LECTURES.—HILARY TERM, 1859.

Prospectus of the Lectures to be delivered during the ensuing educational Term, by the several Readers appointed by the Inns of Court.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The Public Lectures on Constitutional Law and Legal History will comprise the following subjects:—

The Reader will trace the Rise and Progress of our Constitution from the Reign of Henry the Third to the Accession of the House of Brunswick.

In his Private Classes the Reader will take up the History of our Laws and Constitution from the Parliament of 1640, and follow it down to the reign of George II.

BOOKS.—Blackstone's Commentaries, by Kerr; Parliamentary History of the Period; Hallam's Constitutional History; Appendices in Hume's History; Statute Book (of the Period); Clarendon's Life and History; May's History; Burnet's Memoirs; Hayes's History of Conveyancing; Lord St. Leonard's Preface to Gilbert on Uses; Fortescue (Amos); Rapin's History of the Period; Millar's History of the Constitution; Butler's Notes on Uses and Trusts, in his edition of Coke Littleton; State Trials (during the Period); Professor Creasy's Work on the Constitution.

EQUITY.

The Reader on Equity proposes to deliver, during the ensuing Educational Term, a course of Nine Lectures on the following subjects:—

1. On the Nature of Equity, and the General Principles adopted by the Court of Chancery.
2. On Implied, Resulting, and Constructive Trusts.
3. On Voluntary Settlements and Conveyances.
4. On Donationes Mortis Causa.
5. On the Rights and Liabilities of Married Women recognised by Courts of Equity alone.

The Reader will continue with his Senior and Junior Classes the general courses of Equity already commenced. He will also continue in the Senior Class, and commence in the Junior, to explain the leading rules of Pleading from the work of Lord Redesdale.

THE LAW OF REAL PROPERTY.

The Reader on the Law of Real Property proposes to deliver, in the ensuing Educational Term, a course of Nine Public Lectures on the following subjects:—

1. The Law of Husband and Wife as respects Property.
2. The Law of Mortmain.
3. The Registration Acts of Middlesex and Yorkshire, and the Bills of Sale Registration Act.

In his Private Classes the Reader on the Law of Real Property will refer more particularly to the Cases cited in the Public Lectures, and he will pursue his Course of Real Property Law, using the work of Mr. Joshua Williams as a Text-Book.

JURISPRUDENCE AND THE CIVIL LAW.

The Reader on Jurisprudence and the Civil Law proposes, in the ensuing Educational Term, to deliver Nine Public Lectures on the following subjects:—

1. The Analysis of "Law," and of the Conceptions dependent on it as effected by Bentham and Austin.
2. The Roman Law of Contract, and the Principles of Modern Jurisprudence descended from it.
3. The Roman Law of Testaments, and the Principles of Modern Jurisprudence descended from it.
4. The Connection of Roman and of Modern International Law.

With his Private Class the Reader will continue the Course of Roman Law already commenced. After finishing the Institutional Treatises, the Reader will take up the *Systema Juris Romani Hodie Usitati* of Mackeldey, or some similar compendium of Modern Civil Law. Portions of the Digest will also be read on stated days.

COMMON LAW.

The Reader on Common Law proposes to deliver, during the ensuing Educational Term, a Course of Nine Public Lectures upon Mercantile Law, the subjects treated in which will be as under:—

Lecture I.—Component Elements of our Law Merchant, and sources whence it is derived.

Lecture II.—Specification of the Leading Statutes which affect or regulate Mercantile Transactions.

Lectures III. & IV.—The Nature of certain Mercantile Instruments—particularly Bills of Exchange and Policies of Insurance—will in these Lectures be considered, and the main principles of law governing them stated and investigated.

Lectures V., VI., & VII.—The leading rules of Law having reference to Mercantile Persons—especially Principal and Agent, Partners, Trading Corporations, Carriers, Warehousemen and Wharfingers—will be explained and exemplified.

Lectures VIII. & IX.—These concluding Lectures will be devoted to an enumeration of and inquiry respecting Mercantile Remedies.

With his Private Class the Reader will traverse, so far as time may permit, the ground above marked out, using for purposes of reference the following books:—Smith's "Mercantile Law" (last edition by Dowdeswell); Byles on "Bills of Exchange," Arnould on "Marine Insurance," and Broom's "Commentaries on the Common Law."

Review.

A Treatise on the Rights of Water. By J. B. PHEAR, Esq., Barrister-at-Law. London: Stevens & Norton.

We have very frequently had occasion to complain that the law books which are produced in modern times seldom contain anything more than a catalogue raisonnée of decided cases. Different modes of arrangement are adopted by different authors. Some proceed on the principle of approximate harmony, and marshal their cases in the order in which they depart from some selected standard. Others prefer the idea of contrast, and make it their grand aim to place in immediate juxtaposition the most conflicting decisions that can be found in the reports. Others, again, adopt the historical method, which is by no means a bad one, and trace the progress of the law by a chronological series of extracts from the acknowledged authorities. But all these are only different forms in which the same spirit manifests itself, and whatever may be the plan of collocation, a collection of cases is all that authors of this stamp profess to give you. It is quite refreshing to come upon a book of a totally different class, and we may say at once that Mr. Phear is remarkably free from the vice which has infected so many of the writers of the day. He has evidently cherished a much loftier ambition than to be a mere index maker, and though his work is comprised in small compass, and ranges over a limited subject, it exhibits a very unusual amount of original and careful thought. The leading idea in the author's mind was, apparently, to present a perfectly logical, philosophical, and consistent treatise, in which every special point should be naturally referred to its appropriate guiding principle, and not a flaw or blemish should be exhibited in the perfection of reason which every one knows to be embodied in the Common Law of England. That this is the true principle on which the author of a text book should start we do not doubt, but it is liable to lead to occasional inaccuracies if the pet theory of law adopted by the author is allowed to blind him to awkward exceptions and occasional contradictions which are to be found on most subjects in our collections of judicial decisions. We think that Mr. Phear has to some extent fallen into this error, but before touching upon his trifling shortcomings and defects it is only right to pay a deserved tribute of recognition to his comprehensive treatment of the subject, and to the unimpeachable clearness of his style. His classification of the different modes of enjoyment of property, and his introductory explanation of the nature and quality of an easement, are extremely good, and the thought which has evidently been given both to the arrangement and the phraseology of the whole book, has produced its natural fruit in making it much more readable and intelligible than is often the case with legal productions. A student, anxious to gain a general idea of the intricate though rather narrow subject of the particular class of easements to which Mr. Phear's little treatise is devoted, could not possibly have better or pleasanter guidance than is afforded by these pages; nor could anything more suggestive of broad and scientific views be offered to readers of maturer acquirements. Mr. Phear is never content to record a dictum without finding for it an appropriate niche in his general system, and almost the only fault we have to find with his book arises from the passion for systematising which seems to possess him. He can't bring himself to have patience with an anomaly, and if a judgment will not tally with his general doctrines, he snubs it, or pushes it aside into the margin, or twists it into shape, or condemns it altogether, with as much coolness as if he were a Court of Error. The plan of the composition is eminently favourable to this kind of treatment. The text is confined for the most part to a methodical development of the law from certain general principles, while the discussion of actual cases, where entered on at all, is, with an occasional exception, transferred to the notes. Throughout a great part of the book, indeed, the author's enunciation of the law is only supported by general references to a string of cases in the margin, without any explanation of the special point determined in each. There is no doubt that much of the readable quality of the book is due to the exclusion from the text of minute analyses of cases. But we think that the notes might with advantage be extended so far as to give, in brief terms, the substance at least of all the principal authorities on which the author relies. As the work stands, statements of very different weight must be received with equal submission by all, except those students who go through the task of examining every case, the name of which is printed in the margin. For example, in treating of the nature of the Crown's rights to tidal shores, the primary principle laid down is, that the Crown is a trustee for the public, from which are deduced the two subordinate rules that in rights like navigation, capable of common enjoyment by all, the public has a paramount right, while the proprietary title of the Crown in mines under the sea-shore, and all other rights which are incapable of public enjoyment, is derived from the principle that the only way in which the public can in any sense have the benefit of them, is for the Crown to exercise dominion over them, and to apply all proceeds to public purposes. All this is very pretty theorising, and not, perhaps, absolutely bad law, but any one who consults the authorities will find that the generality of the theory is due to Mr. Phear, and that the sort of support which it obtains from the authorities is very different from what might be inferred from the mere perusal of the text, garnished as it is with copious references. As a suggestion for harmonising the various decisions, Mr. Phear's principle may be well enough, but we believe it would be impossible to find any sufficient authority for such a dogma to the extent to which Mr. Phear carries it. The actual rights of the public are clear enough as to fishing and navigation, but, as our author admits in a subsequent passage, these are the only public rights recognised in the earlier authorities; and the broad dogma that the Crown is a mere trustee, must be taken with much qualification, unless history and authority are to be alike disregarded. Mr. Phear, indeed, mentions one case which is directly opposed to his view, but he gets over it in characteristic fashion by suggesting, just as a judge on the bench often does, that the decision may be supported on other grounds, and that it will be best to dismiss from consideration reasons which do not very kindly accommodate themselves to the theory previously propounded.

Another noticeable example of Mr. Phear's boldness in suiting the cases to his doctrine, when his doctrine is not very clearly deducible from them, is afforded by his discussion of the much canvassed question, the right to underground water. The rules which are laid down by him on this topic have all the recommendation of simplicity, and may very possibly be the law of the next generation; but one of them, at least, must at present be regarded as rather speculative than established. So far as inland natural supplies of water are concerned, Mr. Phear recognises only two divisions: 1st, water flowing in a defined channel as a stream. 2. Water having no defined course, as springs or surface drainage. It would spoil his system to admit any distinction between underground and surface water; and he accordingly tells us, that "there is no doubt but that underground waters are subject to exactly the same rules of treatment as those which are visible on the surface." Nothing can be more absolute than this statement, and we quite agree with Mr. Phear in thinking it a good and reasonable maxim. But it is a fact, not only that there is no authority for the assertion in its unqualified sense, but that there are dicta of more or less weight in favour of the opposite view. The only case to which Mr. Phear refers for support, is *Broadbent* v. *Ramsbotham* (25 L. J., Ex., 121, and 11 Ex. 602), whence it appears that his dictum rests upon an observation of *Parke*, B., thrown out during the argument, which seems to amount to no more than saying, that if a natural surface stream dips underground, it does not lose its quality as a stream, and is subject to the ordinary rules applicable to flowing rivers. This is very different from the

broad doctrine of Mr. Phear, that water flowing entirely underground through a defined channel is in the eye of the law a stream, subject to all the peculiar rights which belong to natural surface water courses. Mr. Phear shows great ingenuity in handling the conflicting cases, *Acton* v. *Blundell* (12 M. & W. 324); *Dickenson* v. *Grand Junction Canal Company* (7 Ex. 282), and *Chasmore* v. *Richards* (3 Jur., N. S., 984, and 5 W. R. 780), and struggles hard to deduce his principle from them; but the utmost that can be said is, that the result of the decisions does not contradict it, and, in fact, leaves the question entirely open. In these cases, comparisons were instituted between defined surface streams, undefined surface water, and undefined underground springs; but the case of a defined underground natural water-course has never been the subject of adjudication, and, however probable it may be that Mr. Phear's view would be the one ultimately adopted, it rests at present substantially upon our author's sole authority. Notwithstanding, however, a little excess of confidence in the statement of principles which he deems necessary to the scientific completeness of the law, Mr. Phear is seldom chargeable with inaccuracy, and never with carelessness. If he would only quote a few more of his authorities with sufficient fulness to show how far his text is positive law, and how far it is argumentative inference from the law, he would satisfy all our cavils. Any reader might then discover at once when he was resting on the judicial decisions of the Courts, and when he was trusting entirely or mainly to an intelligent but rather speculative author.

Law Amendment Society.

The Committee of the Industrial and Mutual Benefit Building Society have called the attention of this society to the subjoined petition, presented to the House of Commons by Sir Richard Bethell, at the close of the last session.

The Humble Petition of the Members of the Industrial and Mutual Benefit Building Society,

Sheweth,—That your petitioners are members of the Industrial and Mutual Benefit Building Society, held at No. 17, Dorset-street, Portman-square, in the borough of Marylebone.

That the society consists exclusively of the industrial and productive classes. It was established for the encouragement of prudent habits, and for the purpose of affording means for the investment by one class of its members of such sums as they could from time to time spare out of the gains and wages of their industry, and for the purpose of assisting the other class with the means of purchasing small properties mostly in and about the metropolis.

That nearly the whole of the funds advanced by the society have been invested in property held upon leases, and your petitioners have in a great many, indeed in nearly every case, met with difficulties in the title, and in consequence have frequently been put to additional expense through breaches of the covenants contained in the leases they were dealing with.

That the first difficulty in such cases is the apprehension against total loss of the property through some defect in the title of the lessor, from secret settlements or incumbrances, and the utter impossibility in practice of obtaining a secure title — the courts of equity even withholding the protection within its powers to innocent parties, such as purchasers without notice, although subject to the payment to the landlord of an adequate building rent.

That in nearly every one of the cases that have come under your petitioners' notice, these breaches of covenant have been of a mere technical character, involving no injury or injustice towards the landlord, yet placing the property, as regards the lessee, so much in jeopardy, that where the character of the landlord was either not known, or known to be severe, as is too often the case, your petitioners have been compelled altogether to decline dealing with the property from the fear of ejectments, actions for damages, and litigation, to which no end could be seen.

That it is very customary for the owners of large estates in and about the metropolis, to let them in plots of several acres, whereon two or three hundred houses or more are built, which are underleased to as many people; that the whole of these houses are liable to the rent and covenants contained in the original lease; and that if any one of the tenants commit a breach of covenant, all the others may lose their property, though they have punctually paid their rent, and scrupulously performed the covenants of their underleases, a system which actually holds out an inducement to a freeholder to make an undertenant commit a breach of covenant, in order that he may obtain, without any outlay, the whole of the funds expended on his estate; and instances can be adduced in the metropolis where the ruthless course of wholesale ejectment has been resorted to, which has ended in greatly augmenting the freeholders' income by large increase of the ground-rents, as well as by the payment of heavy fines, the unfortunate leaseholder being compelled to submit to any terms that may have been imposed upon him. Even courts of law have long regarded the convenience of the landlord in allowing the apportionment of rent, but neither courts of law nor equity have considered the inconvenience of not allowing apportionment to the tenant, even in case of a forfeiture claimed by the landlord on the ground of some inconsiderable act, and ninety-nine innocent owners of houses on the same estate may be ejected and ruined for the error or omission of the hundredth.

That the breach of covenant most frequently presenting itself, and of the most serious consequence to the lessee, owing to the harsh and extraordinary decisions of the courts of law and equity, is that for insurance against fire, though in most cases wholly unproductive of injury to the landlord, as from the length of the lease or other circumstance no danger can have accrued to the landlord, and the whole building had been erected by the tenant. It frequently happens that an underlessee finds the property he has purchased is insured in the name of the freeholder as well as of the first lessee, and he naturally adds his own, thinking, as he pays the money for the insurance, he ought to have some voice in its application; he annually receives notice from the insurance office that the day for renewal is at hand, and that if he pays what is demanded of him within fifteen days from the day on which the year expires, his property remains continually insured; but when he sees the lease of his property he finds that he has committed two breaches of covenant, the one in adding his own name to the policy, the other in having availed himself of the days of grace allowed by the office for keepiug the insurance on foot, and has become liable to be ejected at any moment; for the courts of law and equity have decided that this breach of covenant is irremediable except by the landlord's assent.

Your petitioners submit, that it is the duty of the landlord to see that his property is duly insured; and if he finds it is not, then that he should call upon his tenant to insure; and that the landlord should not have the power, under any circumstances, to take away his tenant's property; but that, if the tenant has objected or neglected to obey his landlord's notice, the landlord should have the power to effect the necessary insurance or do the requisite repairs; and, as is now frequently provided in leases, he should have the power to distrain on the property for the outlay so incurred, or sue the tenant for damages; for it must be borne in mind that it is the tenant, or those who preceded him, who, by their labour and means, have so increased the value of the landlord's property as in many instances to render pieces of barren land productive of considerable income of the highest class, as well as to create a reversionary interest of great value to the landlord.

Your petitioners further submit, that every encouragement should be given, and every protection afforded, to persons like themselves to acquire, as well as to retain, property in houses as a means of a provision for old age; and that the laws of landlord and tenant should be so altered as to make them just and equitable to both parties, their respective rights equitably adjusted, and their position clearly defined; and that, above all things, the spoliation or confiscation of the capital of tenants for trifling causes should no longer prevail; and that the erection of, title to, and commerce in houses, one of the greatest of exigencies, should be encouraged and protected.

Your petitioners believe that in the courts of America justice and equity are secured to innocent and improving tenants under principles and rules which they submit ought to prevail in this country

Your petitioners have heard that it is proposed to extend the already harsh and arbitrary powers of re-entry on confiscation by landlords, and they submit that not only should no such powers be extended or granted, but that the present powers of landlords should be materially restricted.

Your petitioners therefore pray a revision of the law of landlord and tenant for securing due protection to lessees and encouraging the erection of, and safe commerce in houses; and that it should be declared that courts of law and equity can and ought to afford relief to the innocent lessees in all cases of defect of title in lessors, upon the terms of securing a just rent

to the landlord for his land or property, irrespective of the tenant's improvements; and that all forfeitures upon conditions of re-entry should be relievable at law and in equity upon reasonable terms.

Report of the Lords' Committee on Private Bill Business.

SELECTIONS FROM THE EVIDENCE.

GEORGE PRITT, Esq., *Parliamentary Agent.*

If Parliamentary agency were made more a distinct profession than it is, so that none should be allowed to practise but persons who had gone through a certain training, I think it would result beneficially to Parliament. To myself, individually, I do not think that it would be a matter of any consequence whatever. But I may be permitted to say, that, considering the nature of the business entrusted to us, and the confidence which I believe is placed in us by the officers of both Houses, I think it is desirable that Parliament should know who the parties are that are practising before them, whether they are people in whom confidence can be placed, and whether their competency to conduct business is sufficient. The difficulty, no doubt, is, that of right (which I would not interfere with) every solicitor can practise in the Court of Parliament; and I think it would be a very difficult and invidious thing that any proceedings should take place which would deprive the solicitor of his undoubted right to practise before both Houses of Parliament; subject to that, rules might be laid down. There are, no doubt, gentlemen practising now as agents who have had no legal education of any kind; I think it perhaps desirable that they should have had some, seeing that it is not necessary to be a solicitor in order to be a Parliamentary agent. Practically, much the larger proportion of business is transacted by persons who are regular Parliamentary agents; and though of the persons who are not regular Parliamentary agents the number is large, the bulk of the business is done by the others. Still, that it would be a benefit in every instance, or almost in every instance, if it were rendered necessary that the parties applying to Parliament should employ a Parliamentary agent, I should be inclined to deny; because there are gentlemen who may have Parliamentary experience who might be able to do, and who sometimes do their business without the intervention of those whom we call Parliamentary agents, such as solicitors of large railway practice in London. Therefore, to say that nobody should practise in Parliament excepting through the intervention of a Parliamentary agent, is saying that which I think I should not be able to support, as many of those gentlemen would be perfectly qualified to be accepted by the House as Parliamentary agents.

If Parliament refused to receive any Bill in which a person who had not been admitted to practise as a Parliamentary agent was concerned, I think that it would be beneficial to the House. As to the client, no doubt, to put a general principle, it must be, one would think, beneficial to a man who is seeking to obtain a benefit to himself, whether in Parliament or elsewhere, to employ somebody competent to assist him in his object; and a man educated for his particular profession would be more likely to do it than a stranger, because there is a great deal of technical matter connected with the Orders of the House and other matters, with which, if a person is not well acquainted, delay and expense will arise.

Strictly speaking, what constitutes a Parliamentary agent is a man having business to conduct in Parliament. The only way in which a Parliamentary agent can be ascertained is by the fact of his having business; and by a rule of the House of Commons, at the commencement of each session, every gentleman practising as a Parliamentary agent has to enter his name in a book, stating that he will conform to the rules of the House, and pay the fees, and so on; and thereupon he becomes a Parliamentary agent, if he has a Bill; if he has no Bill, he does not take the trouble to enter his name. If he has an opposition he enters his name in the book, and for that period, at all events, he is a Parliamentary agent; and I find upon looking at the Post Office Directory, that there are a great many gentlemen entered as Parliamentary agents, the names of many of whom I confess I have never heard. Every gentleman who has ever had a Bill calls himself a Parliamentary agent, because he must enter his name in the book of the House of Commons. Yet if a man presented a petition, and appeared before the committee in support of his own case, I apprehend that it would not constitute him a Parliamentary agent; he would then be a petitioner in his own right; but if he employed any gentleman to conduct his case before the committee, that gentleman must first sign his name in the book, and he would henceforth become a Parliamentary agent, although he might never have had any other business except that particular opposition. But with reference to a difficulty to be considered in constituting Parliamentary agents, lest you might in that way exclude the subjects of the Queen from coming before Parliament, I think no more than you would exclude them from coming before the courts of law. Counsel have the sole audience before the Queen's Bench, but not to the exclusion of a man conducting his own case. Speaking with regard to a petition, a petitioner may conduct his own case before the Lords' Committee if he pleases; but if he does not conduct his own case, then he must do it through some other instrumentality, which would be the instrumentality of a person who would enter his name as a Parliamentary agent, and who would become a Parliamentary agent for that time.

I think that if any system were laid down by which the profession of Parliamentary agents should be recognised as a separate one, a certain amount of education would be an essential, always with the exception which I have stated, that I should hesitate very much, indeed I should be very much disinclined, to see any process adopted by which those now having the right to practise should be precluded—I mean the solicitors. I do not see how that is to be got over, particularly in the case of oppositions. Taking the present body of men who, by practice before Parliament, are known and recognised as Parliamentary agents, if there were a rule, that, for the future, no person was to be admitted to that body unless he had passed as a solicitor, I see no objection, quite the contrary, unless he had otherwise received a legal education or rendered himself competent to discharge his duties. There are certainly Parliamentary agents of considerable practice who are not solicitors. Two of my own partners were not solicitors; they were at the bar; they were not educated as solicitors; they were educated for, and admitted to, the bar, and they left it to join my firm. Another of my partners served his time, but was never admitted, as a solicitor; and if persons have practised with success as Parliamentary agents who have not been solicitors, why should Parliament lay down the rule that of necessity they should be solicitors. It will, then, be said I apprehend, that it arises from a difficulty in Parliament passing any rule by which they would exclude solicitors from practising in Parliament. With a view, therefore, not to have that exclusion, and at the same time to lay down some rule, you should make the fact of the person being a solicitor or otherwise legally educated the condition of his being a Parliamentary agent. No doubt you might have other means of doing it; you might require that any gentleman seeking to practise as an agent should serve his time to an agent, if you thought it right to do so, and should acquire his knowledge by that means; I apprehend that, generally speaking, if you were to say that a man should not practise as a Parliamentary agent unless he were a solicitor, the presumption at all events would be, that you would have men of legal minds to conduct business which is of a legal character; and probably if that rule were laid down, any solicitor wishing to practise in Parliament would take means to render himself competent to do so. At the present time, as has already been observed, any person whatever, if he can get a Bill in Parliament, however incompetent he may be from his earlier avocations to conduct it, is at liberty to do so.

CHARLES EVAN THOMAS, Esq., *Parliamentary Agent.*

Why the counsel employed before Parliament should be paid at so much higher a rate than when employed before the ordinary courts of justice, there does not seem *à priori* to be any reason; but, practically, there is an agreement at the bar that unless certain fees are paid, no honourable man can take a brief; and it would not be the interest of any suitor in Parliament to employ a man, who, contrary to that well-known rule, should take a brief. I believe that whereas formerly the fee upon the brief covered the first day's attendance, at the present moment the first day's attendance is added to that fee, which was not formerly the practice. Now, the principal grievance which I hear mentioned amongst the suitors is the large amount of the minimum fee; the minimum fee is, practically, thirty guineas, although the counsel whom you may wish to employ was only called yesterday. The natural effect of the very large amount of that minimum fee is, that suitors, if they have to pay it, employ the men who are in the largest practice, because they say that if they are obliged to pay thirty guineas, they will pay it for a man who has a large Parliamentary experience; and one effect of that is to throw busi-

ness into few hands, and to prevent the bar being as large, and the choice therefore being as great, as it otherwise might be.

No suitor can have the assistance of the most insignificant counsel upon the most unimportant case for one day under thirty guineas, but how the brief fee, having originally covered the first day's attendance, ceased to do so is not clear. The daily fee is ten guineas. Now, of course, if the brief were marked twenty guineas, and the counsel were told that that was to cover the first day's attendance, he would have no right to object, because there would be the ten guinea fee on his brief, and ten guineas for the day. Therefore, in all such cases, you can hardly say that there has been any alteration in the rule. The rule could have had no operation unless the brief was marked with a less amount than would suffice for the brief fee of ten guineas, and the daily fee of ten guineas. At the present moment, if a brief were to be marked with a twenty guinea fee, and if it were written upon the brief that that was for the brief fee, and for the first day's attendance, the counsel could not object. I mean that there is something a little indefinite, I think, in the way in which the case is put, because, in order to prove that this change has taken place, one would have to show that briefs were marked formerly with fees less than twenty guineas, and that they still covered the first day. The change of system, I think, has been going on insensibly; I do not think that there has been any express change. As to a brief marked to include the first day's proceedings, I have made inquiries of gentlemen senior to me in the profession. They have told me that the fee marked was twenty guineas or twenty-five guineas, and that it included the first day; to which, of course, my remark was, that that proved nothing, because one can at present do the same. I have seen a brief so marked, and I am quite sure that no counsel would object to take it; it is immaterial to them so long as the ten-guinea brief fee and ten-guinea day fee are given; their rule does not preclude them from taking it in that form. I see no reason why they should not take a brief marked ten guineas to include the first day also: I think that it would be very much for the interest of the junior bar that they should. Whether in former times any brief which was marked with ten guineas would have included the first day's attendance upon that brief, I cannot say.

I think that it would be most desirable for the suitors if the junior counsel could be induced in any way to take less fees than they do now, and to render the same services.

There may be reason why the scale for attendance before Parliamentary committees should be higher than the scale for attendance at the bar; but I think there can be no reason for its being five or six times higher, as it is in the case of the thirty-guinea fee. No doubt the fact of there being no prizes to look forward to at the Parliamentary bar, no judgeships or other prizes, leads to the counsel requiring rather a higher fee, and also the fact that the Parliamentary session, as far as counsel are concerned, is limited to about three or four months. That is another ground why, if they exclusively devoted their time and attention to it, it might be reasonable that there should be a greater fee. But the amount of thirty guineas, as compared with the fee which the same junior counsel would have in any court of law, is, of course, five or six times as large. With respect to other courses which might be adopted for reducing expenses of counsel, limiting the number to be employed in any case would, I think, lead to some inconvenience and some convenience; it would lead to some inconvenience to the suitors, because if they took two counsel who were in several committees, perhaps they might be left without them; but it would no doubt lead to the bringing in of a larger number of counsel to practise at the Parliamentary bar, because I think the promoters of Bills would then find it necessary to have one gentleman at least who would agree to devote his exclusive attention to the particular case while it lasted, and, therefore, I think that limiting the number of counsel would have the effect of increasing the number at the Parliamentary bar; I do not know that it would be advantageous in any other way.

That it is practically the fact that the junior counsel in each case now does devote his exclusive attention to the particular case for the day, I do not think, unless by special stipulation; I think that of those gentlemen who are in considerable practice, and who have had considerable experience, it would be very difficult to find any one who would engage to devote his attention exclusively to one case.

Court Papers.

Common Pleas.

SITTINGS AT NISI PRIUS in Middlesex and London before the Right Hon. Sir ALEXANDER EDMUND COCKBURN, Bart., Lord Chief Justice of Her Majesty's Court of Common Pleas at Westminster, in and after HILARY TERM, 1859.

IN TERM.

Middlesex.		*London.*	
Thursday	Jan. 13	Monday	Jan. 17
Thursday	„ 20	Monday	„ 24

AFTER TERM.

Middlesex.		*London.*	
Tuesday	Feb. 1	Monday	Feb. 14

The Court will sit, during and after Term, at 10 o'clock.

The Causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

Queen's Bench.

CROWN PAPER.—HILARY TERM, 1859.

Exeter.	Robert Bridgeland, Appellant; Arthur Wedlake, Respondent.
Lancashire.	The Queen on the Prosecution of the Earl of Derby *v.* William Henry Gee and Others.
W. R., Yorkshire.	John Moore, Appellant; Aaron Smith, Respondent.
„	John Tennant, Appellant; John Cumberland, Respondent.
Lancashire.	John Fowler, Appellant; Thomas Newtigging, for the Rossendale Union Gas Company, Respondent.
Notts.	The Queen *v.* The Inhabitants of Bottesford.

Births, Marriages, and Deaths.

BIRTHS.

BOTHAMLEY—On Dec. 23, at 34 Royal-crescent, Notting-hill, the wife of Thomas Hilton Bothamley, Esq., of a son.

PEACOCK—On Dec. 16, at Hillsborough-lodge, Muswell-hill, the wife of M. B. Peacock, Esq., jun., of a daughter.

SHEPPARD—On Dec. 27, at the residence of her father, St. Ann's-terrace, North Brixton, the wife of A. F. Sheppard, Esq., Solicitor, of 38 Moorgate-street, E.C., of a daughter.

MARRIAGES.

DYER—PLATT—On Dec. 23, at the parish church of St. Marylebone, by the Rev. J. D. Glennie, M.A., minister of St. Mary's, Park-street, Grosvenor-square, the Rev. Charles James Dyer, B.A., the London Diocesan Inspector of Schools, to Clara Champante Platt, of Croxby-villa, Abbey-road, St. John's-wood, eldest daughter of the late Samuel Platt, Esq., of the Western Circuit.

FOAKES—JACKSON—On Dec. 23, at St. Margaret's church, Ipswich, by the Rev. W. S. Miller, of Sibford Gower, Oxon, Thomas Eyre Foakes, Esq., of Weybridge, Surrey, and of the Middle Temple, Barrister-at-Law, youngest son of the late John Foakes, Esq., of the Rectory-house, Mitcham, Surrey, to Catharine, widow of the Rev. Stephen Jackson, of Ipswich, and daughter of Frederick Cobbold, Esq., late of H. M.'s 1st Regiment of Royal Dragoons.

HODGSON—BOWES—On Dec. 23, at St. Mary's, Whitechapel, Captain Robert Hodgson, of the barque James Armstrong, to Isabella, youngest daughter of Henry Bowes, Conveyancer, of Wokington.

DEATHS.

DAVIDSON—On Dec. 28, at 23 Upper Avenue-road, aged 10 years, Clare Frances, eldest daughter of M. S. Davidson, Esq., of 18 Spring-gardens.

HYDE—On Dec. 25, suddenly, Thomas Hyde, Esq., of the city of Worcester, Solicitor, aged 52.

JACKSON—On Dec. 24, at Tunbridge-wells, William S. Jackson, Esq., Solicitor, of Shrewsbury.

RAW—On Dec. 27, at Palatine-house, Stoke Newington-road, of bronchitis, Catherine Eliza, the only daughter of Mr. Joseph Raw, of 7 Furnival's-inn, Solicitor, aged 2 years and 6 months.

ROWSELL—On Dec. 24, Arthur, third son of Nicholas Henry Rowsell, Esq., of Foxley-road, Kennington, Surrey.

SHADWELL—On Dec 23, in Nottingham-place, Marylebone, Douglas Lancelot, infant son of Lancelot Shadwell, Esq.

SOWTON—On Dec. 24, suddenly, of heart disease, James Sowton, Esq., 6 Great James-street, Bedford-row, aged 70.

TRINDER—On Dec. 12, of congestion of the lungs, William Henry Trinder, Esq., of 1 John-street, Bedford-row, aged 49.

WESTON—On Dec. 26, at Monmouth, aged 28, the Rev. John Stiles Weston, B.A., Emanuel College, Cambridge, third surviving son of Ambrose Weston, Esq., of Lincoln's-inn, Barrister-at-Law, and formerly of Hamilton-terrace, St. John's-wood.

WILKINSON—On Dec. 25, at Stoke Newington, in the 79th year of his age, James John Wilkinson, Esq., of Gray's-inn, Barrister-at-Law, and one of the Justices of the Court of Pleas of the County Palatine of Durham.

WOODRUFFE—On Dec. 20, at Ramsgate, Marion, the eldest daughter of the late John Woodruffe, Esq., Barrister-at-Law.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BARCLAY, JOHN, Gent., and WILLIAM ARTHUR WILKINSON, Gent., of the Stock Exchange, one dividend on £310 per annum Long Annuities.—Claimed by WILLIAM ARTHUR WILKINSON.

BOUGHEY, ANASTASIA ELIZABETH, Spinster, Picton-hall, Salop, since Wife of Edward Joseph Smythe, Esq., Acton Burnell, Salop, two dividends on £2,424 : 14 : 5 Consols, and two dividends on £998 : 16 : 1 Reduced. Claimed by ANASTASIA ELIZABETH MOSTYN, wife of Edward Henry Mostyn, formerly wife of Edward Joseph Smythe.

GAINSFORD, MARGARET, Widow, Trinity-square; EDWARD BARNEVELT ELLIOTT GAINSFORD, Solicitor, South-square, Gray's-inn; JOHN WASHINGTON MUMBY, Gent., Theberton-street, Islington; and HENRY CAVENDISH, Gent., Gray's-inn-lane, £379 : 1 : 8 New Three per Cents.—Claimed by MARGARET GAINSFORD and HENRY CAVENDISH, the survivors.

HESTER, GEORGE, Labourer, Chenies, Bucks, £104 : 0 : 8 Consols.—Claimed by GEORGE HESTER.

HONYWOOD, WILLIAM, Esq., Isleworth-house, Middlesex, JOHN WILKINSON, Gent., Lincoln's-inn, Middlesex, and Rev. BOURCHIER WRAY SAVILE, Clerk, Okehampton, Devon, four dividends on £7,088 : 12 : 2 Reduced.—Claimed by WILLIAM HONYWOOD.

LEES, THOMAS DULLISON, Gent., Cannon-street, MARY LEES, Widow, MARY ANN LEES, Spinster, and FRANCES LEES, Spinster, all of Coleshill, Warwickshire, £315 New Three per Cents.—Claimed by MARY ANN LEES, Spinster, and FRANCES WOODS, Widow (formerly Frances Lees, Spinster), the survivors.

LOY, MARTIN AUGUSTINE, Gent., Pickering, Yorkshire, four dividends on £1638 : 0 : 6 and £1463 : 0 : 6 Consols.—Claimed by MARTIN AUGUSTINE LOY.

NEAVE, RICHARD DIGBY, Esq., Pit-place, Surrey, and FRANCES ELEANOR NEAVE, a Minor, £49 : 7 : 8 Reduced.—Claimed by RICHARD DIGBY NEAVE and FRANCES ELEANOR NEAVE.

PENRUDDOCKE, JOHN HUNGERFORD, Esq., Compton Chamberlayne, Wilts, one dividend on £1394 Reduced.—Claimed by WILLIAM WYNDHAM, one of his executors.

PRIOR, RICHARD, a Soldier in the East India Company's Service, £79 : 0 : 8 Reduced.—Claimed by MARIA JONES, Wife of John Jones, the administratrix.

ROBERTS, ISAAC AVERIL, Gent., Bath, and BENJAMIN ROBERTS, Blind Maker, Bristol, £86 : 19 : 2 Consols.—Claimed by ISAAC AVERIL ROBERTS, the survivor.

SANDERS, Rev. CHARLES, of Stamford, Lincolnshire, two dividends on £800 3½ per Cents.—Claimed by MARY FRANCES LOMAX, wife of Thomas Lomax, sole executrix of Mary Sanders, Widow, sole executrix of said Charles Sanders.

SPROTT, MARY, Widow, Tunbridge Wells, Kent, ANN LUCY LANGDALE, Spinster, East Hoathly, Sussex, and CHARLOTTE LANGDALE, Spinster, of the same place, £28 : 19 : 7 Consols.—Claimed by MARY SPROTT, ANN LUCY LANGDALE, and CHARLOTTE LANGDALE.

STIBBERT, GILES, Esq., Beaufort-buildings, Bath, £250 Consols.—Claimed by GILES STIBBERT.

YOUNGE, Rev. JOHN COLE, Walesby, Lincolnshire, and JOSEPH DAUBNEY, Gent., Great Grimsby, five dividends on £833 : 6 : 8 3 per Cent. Annuities, 1726.—Claimed by Rev. JOHN PARKINSON BAYLY YOUNGE, sole executor of Rev. John Cole Younge, the survivor.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

BURTON, RICHARD, formerly residing at 51 Newington-place, Surrey, then with Dr. Hargreaves, Tunbridge Wells, afterwards at Bessells-green, near Riverhead, Kent, and now at Twyford, Berks. *Last Day for Proof*, Feb. 1, before the Masters in Lunacy, 45 Lincoln's-inn-fields.

CRISPIN, GEORGE RICHARD, esq., formerly of Richmond, Surrey, afterwards an inmate in "Probyn's" establishment, Twickenham, now in Dr. Aitkin's establishment, Grove House, Stoke Newington-green. Next of kin to prove their kindred before the Masters in Lunacy, 45 Lincoln's-inn-fields.

HAUPTMAN, FREDERICK, Jeweller, Saint Pancras (who died in Feb. 1856). Re Hauptman's Estate, Money *v.* Hauptman, V. C. Wood. *Last Day for Proof*, Jan. 11.

English Funds.

ENGLISH FUNDS.	Fri.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	225½	..	225¾ 4½	225	225¾	224½
3 per Cent. Red. Ann...	97½ ⅜	..	97½ ⅜ ½	97½ ½	97½ 7	97 ¼
3 per Cent. Cons. Ann...	..	..	..	..	..	..
New 3 per Cent. Ann...	97½ ½	..	97½ ⅜ ⅜	97⅜ ½	97½ 7	97½ ¼
New 2½ per Cent. Ann.	..	..	..	..	..	..
Long Ann. (exp. Jan. 5, 1860)	..	..	..	1½	..	..
Do. 30 years (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1880)	..	..	..	..	..	..
Do. 30 years (exp. Apr. 5, 1885)	18½	..	..	18½	18 3-16	18 3-16
India Stock	..	..	..	..	..	..
India Loan Debentures..	99½ ½	..	99½ 99½	99⅜ ½	99⅜ ⅜	99⅜ ⅜
India Scrip, Second Issue	..	..	..	..	..	..
India Bonds (£1,000) ..	14s p	..	16s p	17s p	15s p	18s p
Do. (under £1000)	16s p	..	14s p	17s p	15s p	..
Exch. Bills (£1000) Mar.	39s p	..	37s38s p	36s39s p	..	39s p
Ditto June....	36s39s p	..	36s37s p	36s39s p	..	39s37s p
Exch. Bills (£500) Mar.	37s39s p	..	..	36s39s p	36s p	..
Ditto June....	..	..	..	36s39s p	39s p	36s p
Exch. Bills (Small) Mar.	37s39s p	..	..	36s39s p	36s p	37s p
Ditto June	..	..	36s39s p	36s39s p	39s p	36s p
Do. (Advertised) Mar.	..	..	..	..	..	..
Ditto June	..	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	..	..	..	..	..
Exch. Bonds, 1859, 3½ per Cent.	..	..	..	..	..	..

Railway Stock.

RAILWAYS.	Fri.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc..	..	..	..	..	..	..
Bristol and Exeter	..	..	94⅜ ½	..	..	..
Caledonian.....	88	..	88	88½	88⅜	..
Chester and Holyhead..	45½ 6½	..	46½	46½	46½ 8	46½ 8½
East Anglian	17	..	17	..	..	..
Eastern Counties	63¾ 4	..	63¾ 4	64	64 3¾	64 3¾
Eastern Union A. Stock.	..	..	..	..	..	..
Ditto B. Stock	..	..	..	..	32½	33½
East Lancashire	..	..	96	..	..	97
Edinburgh and Glasgow	..	..	68	..	69½	69 ½
Edin. Perth, and Dundee	..	..	28½ ½	..	29	28 ½ ⅜
Glasgow & South-Westn.	..	..	..	..	..	..
Great Northern	107 ½	..	..	107 6½	107	107½
Ditto A. Stock	..	..	99½	..	92	92
Ditto B. Stock	134	..	..	..	..	..
Gt. South & West. (Ire.)	..	..	..	..	..	..
Great Western	55½	..	55⅜ ½	55 ⅜ ½	56 ½ 6	55 6 7
Do. Stour Vly. G. Stk.	..	..	..	..	..	..
Lancashire & Yorkshire	99	..	99 8⅜	98⅞	99⅜ ⅜	98 ⅜ ½
Lon. Brighton & S. Coast	112⅜	..	113	..	111 12	112
London & North-Wstrn..	95⅜ ⅜	..	95⅞ ⅜	96⅛ 8½	96 ⅜ ½	95⅞ ⅜ ½
London & South-Westrn.	95¼ ¼	..	95¼ ¼	95	95½	95¼
Man. Sheff. & Lincoln..	38½	..	38½	38½	39¼ 40	38⅜ 40
Midland	102½ 3⅜	..	103½ ⅜	103½	103 ⅜	103¼ 4½
Ditto Birm. & Derby	75 6½	..	..	..	78½	77½ 8½
Norfolk	..	..	..	..	..	65½ ½
North British	58⅜ ⅛	..	59 60½	61 60½	61½	61 2½
North-Eastern (Brwck.)	94½ ½ ⅜	..	94½ ⅜	94¼	94⅜ ⅛	94¼ ¼
Ditto Leeds	..	..	48⅜ 9	..	..	49 ¼
Ditto York	77½ 7 ⅛	..	77⅛ ⅜	77¼	77⅜	77¼ ⅜
North London	..	..	102½	..	102½ 2	102½ 2
Oxford, Worc. & Wolver.	..	..	..	..	..	32
Scottish Central	112	..	..	..	..	..
Scot. N.E. Aberdeen Stk.	..	..	..	..	..	..
Do. Scotsh. Mid. Stk.	..	..	..	..	..	..
Shropshire Union	..	..	..	..	..	..
South Devon	37½	..	..	37	37½	37½
South-Eastern	75	..	75 4⅜	..	..	75½ 6
South Wales	76½	..	76	..	..	76 8½
Vale of Neath	..	..	..	93	..	93

Insurance Companies.

	PAID.	PER SHARE.
Equity and Law	£5 19 10	..
English and Scottish Law Life	3 5 0	..
Law Fire	2 10 0	£4 0 0
Law Life	10 0 0	63 10 0
Law Reversionary Interest.....	25 0 0	23 6 8
Legal and General Life	6 9 0	..
London and Provincial Law	3 12 6	..

Estate Exchange Report.

(For the week ending December 23, 1858.)

AT THE MART.—By Messrs. NORTON, HOGGART, & TRIST.

The Absolute Reversion to one-sixth part of £11,119 : 14 : 0 3 per cent. Consols, receivable six months after the death of a lady, now in her 65th year.—Sold for £815.

By Mr. W. R. WRIGHT.

Leasehold Residence, "Sarah Cottage," Forest-lane, Stratford; term, 85 years; ground-rent, £5.—Sold for £470.

Leasehold Residence, No. 3, Anerley-grove, Penge, Surrey, let at £45 per annum; term, 99 years from September, 1855; ground-rent, £8.—Sold for £300.

Leasehold Residence, No. 4, Anerley-grove, same term, &c.—Sold for £305.

Leasehold Residence, No. 5, Anerley-grove, same term, &c.—Sold for £300.

Leasehold Residence, No. 6, Anerley-grove, same term, &c.—Sold for £305.

By Mr. BRAY, jun.

Leasehold Houses, Nos. 1, 2, & 3, Ely-place, Angel-lane, Stratford; annual value, £70; held for 99 years from Lady-day, 1856; ground-rent, £10 : 10 : 0 per annum.—Sold for £400.

Leasehold Houses, Nos. 4, 5, & 6, Ely-place, Angel-lane; let at £39 : 3 : 0 per annum; same term and ground-rent.—Sold for £380.

By Messrs. GADSDEN, WINTERFLOOD, & ELLIS.

1328 Shares in the Kapundia Copper Mines, Australia.—Sold in 13 lots, at from 25s. to 15s. per share.

By Messrs EDWIN FOX & BOUSFIELD.

Leasehold Residence, No. 1, Craven-place, Kentish-town; term, 26 years from Christmas next; ground-rent, £5 : 5 : 0: estimated value, £60 per annum.—Sold for £360.

Leasehold Houses, Nos. 19, 19½, & 20, Brunswick-street, New-road, and Nos. 6, 7, 8, & 9, Suffolk-st. East, Battle-bridge.—Sold for £325.

Leasehold Dwelling-house, No. 9, Broadley-terrace, Blandford-square; let at £40 per annum; term, 99 years from Sept. 29, 1838; ground-rent, £6 per annum.—Sold for £420.

AT GARRAWAY'S.—By Mr. MURRELL.

Leasehold House and Shop, No. 109, High-st., Islington; let on lease at £84 per annum; held for 21 years from Michaelmas last, at a rent of £40 per annum.—Sold for £300.

Leasehold Residences, Nos. 8, 9, & 13, New Millman-st., Guildford-st.; held for 33 years from Michaelmas last, at a rent of £46 per annum; let at £106 per annum.—Sold for £252.

Leasehold Dwelling-house, No. 82, Brook-street, West-square, Lambeth; let at £31 : 4 : 0 per annum; term, 28½ years from September last; ground-rent, £5.—Sold for £125.

Leasehold Ground-rent of £10 per annum, arising from Nos. 8 & 9, George-street, Southampton-street, Camberwell; term, 17 years from Michaelmas last.—Sold for £90.

Five £1000 Shares (£5 paid on each) in the General Fire and Life Assurance Company.—Sold for £20 : 12 : 6.

By Mr. EWINS.

Leasehold Residence, No. 1, Charles-street, Portland-town; let at £30 per annum; term, 50½ years from Dec. 25, 1853; ground-rent, £2 : 16 : 8.—Sold for £275.

Residence, situate in Church-street, Cliffe, Kent; let at £15 per annum; held for 1000 years from Sept. 29, 1703, at a peppercorn.—Sold for £195.

By Messrs. WHITE & JAMESON.

Leasehold House, No. 16, Appleby-road, Dalston; let at £24 per annum; term, 90 years from Mar. 25, 1855; ground-rent, £3 : 8 : 0.—Sold for £200.

Leasehold Residence, No. 32, Keppel-street, Russell-square; let at £80 per annum; term, 99 years from Midsummer, 1798; ground-rent, £15.—Sold for £650.

By Mr. MASON.

Leasehold Houses, Nos. 11, 12, & 13, Hertford-place, Haggerstone, and Nos. 16 to 30, Waterloo-street, adjoining; let at £222 : 12 : 0 per annum; term, 30 years from Michaelmas last; ground-rent, £18 : 7 : 6.—Sold for £850.

Leasehold Plot of Ground, with workships, &c., thereon, No. 1, Charles-street, Hackney-road; let at £16 per annum; term, 21 years from 24th June last; ground-rent, £2 : 12 : 6.—Sold for £85.

Leasehold Beer-house, "The Plough and Harrow," Thornton-heath-terrace, and six houses adjoining; let at £109 per annum; term, 65½ years from Michaelmas last; ground-rent, £52.—Sold for £155.

By Mr. W. F. HAMMOND.

Leasehold House, No. 5, Cannon-street, City; held for 21 years from Sept. 29, 1853, at a rent of £250 per annum.—Sold for £480.

By Messrs. ELLIS & SON.

Leasehold Houses, No. 13 & 20, Nicholas-street, New North-road, Hoxton; let at £37 per annum; term, 58½ years from Michaelmas, 1832; ground-rent, £6 per annum.—Sold for 260.

Redeemed Land-tax, £10 : 2 : 8, charged upon Nos. 241 & 242, Wapping-street South, and 17, Wapping Dock-street, Wapping.—Sold for £180.

By Messrs. P. & J. BELTON.

Lease and Goodwill of the "Island Queen" public-house, Hanover-street, St. Mary, Islington; held for 24 years from Ladyday last, at a rental of £80 per annum.—Sold for £1590.

By Messrs. FAREBROTHER, CLARK, & LYE.

Leasehold Private Residence, No. 158, Marylebone-road; estimated value, £70 per annum; term expires Lady-day, 1872; ground-rent, £4 : 18 : 0 per annum.—Sold for £330.

By Messrs. BRIANT & JEFFERY.

Leasehold Dwelling-house, No. 12, Spencer-place, Brixton-road; let at £37 per annum; term, 69 years from June 24, 1807; ground-rent, £6 : 5 : 0.—Sold for £155.

Leasehold Residence, No. 3, Grosvenor-place, Camberwell New-road; let at £44 per annum; term, 43 years from Midsummer last; ground-rent, £8 per annum.—Sold for £340.

By Mr. T. TIDE.

Freehold House & Shop, No. 114, High Holborn, producing a rental progressing from £105 to £120 per annum.—Sold for £2065.

Leasehold, Two Houses, Nos. 52 & 53, Upper Baker-street, let on lease for the whole term at £100 per annum; term expires Christmas, 1866; ground-rent, £9 per annum.—Sold for £545.

By Mr. DANIEL CURWIN.

Lease and Goodwill of the White Hart Public-house, 89, High-street, Whitechapel; held for 17 years from Michaelmas last, at a rent of £90 per annum.—Sold for £1290.

By Mr. H. STANTON.

Leasehold Dwelling-house, No. 17, Garnault-place, Clerkenwell; let at £40 per annum; term, 53 years from Michaelmas last; ground-rent, £10 per annum.—Sold for £305.

London Gazettes.

New Member of Parliament.

FRIDAY, *Dec.* 31, 1858.

COUNTY OF BRECKNOCK.—Godfrey Charles Morgan, Esq., Rupera, Glamorganshire, *vice* Sir Joseph Bailey, Bart., deceased.

Perpetual Commissioner for taking the Acknowledments of Married Women.

FRIDAY, *Dec.* 24, 1858.

SIMPSON, JOHN, Henrietta-st., Cavendish-sq.

Commissioner to administer Oaths in Chancery.

FRIDAY, *Dec.* 24, 1858.

HARRIS, STANLEY, Chipping Barnet, Herts; for Jews.

Bankrupts.

FRIDAY, *Dec.* 24, 1858.

BAYLIS, RICHARD CASTLE JONES, Shoe Mercer, 3 Lillypot-lane, and 36 Jewin-st. *Com.* Goulburn: Jan. 3, at 1; and Feb. 7, at 12; Basinghall-st. *Off. Ass.* Pennell. *Sol.* Jones, 20 King's Arms-yd., Coleman-street. *Pet.* Dec. 21.

BURROW, THOMAS, Farmer, Shrawley, Worcestershire. *Com.* Sanders: Jan. 7 & 27, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* Walcot, Stourport; or Hodgson & Allen, Birmingham. *Pet.* Dec. 22.

DRAKE, GEORGE, Watch Maker, 18 Ludgate-hill, and Upper-st., Islington. *Com.* Fonblanque: Jan. 7, at 11.30; and Feb. 4, at 1; Basinghall-st. *Off. Ass.* Graham. *Sol.* Rivolta, 10 Montague-st., Russell-sq. *Pet.* Dec. 22.

GARDNER, JOHN, Builder, Northampton. *Com.* Fane: Dec. 31 and Feb. 4, at 1.30; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* Reed, Langford, & Marsden, 59 Friday-st., Cheapside; or Jeffery, Northampton. *Pet.* Dec. 17.

HICKEN, GEORGE, Lace Manufacturer, Nottingham. *Com.* Sanders: Jan. 4 & 25, at 10.30; Shire-hall, Nottingham. *Off. Ass.* Harris. *Sols.* Bowley & Ashwell, Nottingham; or Wells, Nottingham. *Pet.* Dec. 21.

HIND, MATTHEW, Grocer, Durham. *Com.* Ellison: Jan. 7 and Feb. 11, at 12; Royal-arcade, Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Marshall, Durham; or Hodge & Harle, Newcastle-upon-Tyne. *Pet.* Dec. 21.

LEVY, JOSEPH, General Dealer, 29 Jewry-st., Aldgate. *Com.* Goulburn: Jan. 3, at 12; and Jan. 31, at 11; Basinghall-st. *Off. Ass.* Pennell. *Sol.* Jones, 20 King's-arms-yard, Coleman-st. *Pet.* Dec. 10.

MARTIN, NATHAN, Cattle & Sheep Dealer, Rickinshall Superior, Suffolk. *Com.* Evans: Jan. 6, at 2; and Feb. 3, at 1; Basinghall-st. *Off. Ass.* Johnson. *Sols.* Chilton & Burton, 7 Chancery-lane. *Pet.* Dec. 9.

MYTTON, WILLIAM, Auctioneer, Stourport, Worcestershire. *Com.* Sanders: Jan. 5 & 26, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* Walcott, Stourport; or Hodgson & Allen, Birmingham. *Pet.* Dec. 18.

NEVILLE, JOSIAH HENRY, Currier, Northampton. *Com.* Fane: Jan. 6, at 12.30; and Feb. 4, at 12; Basinghall-st. *Off. Ass.* Cannan. *Sols.* Hensman & Nicholson, 25 College-hill; or Dennis, Northampton. *Pet.* Dec. 21.

ROBINS, JOSEPH, Corn Dealer, Dartford, Kent. *Com.* Goulburn: Jan. 3, at 2; and Feb. 7, at 1; Basinghall-st. *Off. Ass.* Nicholson. *Sols.* Lawrance, Plews, & Boyer, 14 Old Jewry-chambers. *Pet.* Dec. 22.

WILLIAMS, WILLIAM, Innkeeper, late of Melton Mowbray, Leicestershire, now a Debtor in Leicester Gaol. *Com.* Sanders: Jan. 4 and Feb. 1, at 10.30; Shire-hall, Nottingham. *Off. Ass.* Harris. *Sols.* Weston, Leicester; or Hodgson & Allen, Birmingham. *Pet.* Dec. 15.

TUESDAY, *Dec.* 28, 1858.

CARE, THOMAS, Licensed Victualler, Alcester, Warwickshire. *Com.* Sanders: Jan. 13 and Feb. 4, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* Jones, Alcester; or Hodgson & Allen, Birmingham. *Pet.* Dec. 24.

CHEETHAM, JOHN, General Dealer, New-st., Birmingham. *Com.* Sanders: Jan. 13 and Feb. 4, at 11; Birmingham. *Off. Ass.* Kinnear. *Sol.* Marshall, Birmingham. *Pet.* Dec. 24.

HILLS, JONATHAN, Miller, Dartford, Kent. *Com.* Holroyd: Jan. 13, at 2.30; and Feb. 8, at 12; Basinghall-st. *Off. Ass.* Edwards. *Sols.* Harrison & Lewis, 6 Old Jewry. *Pet.* Dec. 27.

M'INTYRE, JAMES, Draper, Merthyr Tydvil, Glamorganshire. *Com.* Hill: Jan. 11 and Feb. 8, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Simmons & Evans, Merthyr; or Henderson, Bristol. *Pet.* Dec. 23.

PEARSALL, WILLIAM, Licensed Victualler, Kidderminster, Worcestershire. *Com.* Sanders: Jan. 10 & 31, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* Boycott, Kidderminster; or James & Knight. Birmingham. *Pet.* Dec. 27.

ROTHWELL, RICHARD, & WILLIAM JAMES ROTHWELL (R. Rothwell & Son), Woollen Manufacturers, Rochdale, Lancashire. Jan. 12 and Feb. 8, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Sale, Worthington, & Shipman, Manchester. *Pet.* Dec. 22.

FRIDAY, *Dec.* 31, 1858.

CAWLEY, WILLIAM, Draper, Stockport. Jan. 13 and Feb. 3, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Worthington & Shipman, Fountain-st., Manchester. *Pet.* Dec. 20.

DUYSTERS, GUSTAVE, Glass Merchant, 2 Old Trinity House, Water-lane, Tower-street. *Com.* Goulburn: Jan. 12, at 1; and Feb. 14, at 11; Basinghall-st. *Off. Ass.* Nicholson. *Sols.* Bolding & Simpson, 17 Gracechurch-st. *Pet.* Dec. 29.

GLOVER, EDGAR AUGUSTUS, Hotel-keeper, of The London, Clayton-sq., Liverpool. *Com.* Perry: Jan. 11 and Feb. 2, at 11; Liverpool. *Off. Ass.* Cazenove. *Sols.* Teague, 5 Crown-ct., Cheapside; or Evans & Sons, Commerce-ct., Lord-st., Liverpool. *Pet.* Dec. 24.

MELEN, JOHN ALFRED, Tobacconist, 215 High-st., Shoreditch. *Com.* Holroyd: Jan. 11, at 2.30; and Feb. 15, at 12; Basinghall-st. *Off. Ass.* Lee. *Sol.* Dalton, Bucklersbury. *Pet.* Dec. 29.

MELLISS, ROBERT M'HAFFIE, Merchant, Manchester. Jan. 12 and Feb. 2, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Reed, Langford, & Marsden, 59 Friday-st., Cheapside; or Sale, Worthington, & Shipman, Manchester. *Pet.* Dec. 23.

WEST, HENRY, Upholsterer, 14 & 15 Cannon-st., and 8 Brixton-pl., Brixton. *Com.* Fane: Jan. 13, at 11; and Feb. 11, at 1; Basinghall-st. *Off. Ass.* Whitmore. *Sol.* Apps, 7 South-sq., Gray's-inn. *Pet.* Dec. 29.

BANKRUPTCIES ANNULLED.

FRIDAY, *Dec.* 24, 1858.

HAMLEN, RICHARD HENRY, Tanner (not *Farmer*, as advertised in last Tuesday's *Gazette*), Cardiff. Dec. 20.

HEAPS, GEORGE, jun., Furnishing Ironmonger, Leeds. Dec. 17.

TUESDAY, *Dec.* 28, 1858.

DIXON, EDWARD, Oil & Colourman, Gravesend. Dec. 24.

MEETINGS FOR PROOF OF DEBTS.

FRIDAY, *Dec.* 24, 1858.

ALLEN, STEPHEN, & HENRY JONAS SMITH, Merchants and Money Dealers, Mark-lane-chambers, Mark-lane. Jan. 14, at 12.30; Basinghall-st.

BURD, JOHN, Calico Printer, Radcliffe, and Manchester. Jan. 10, at 12; Manchester.

CLARKE, JAMES HERON, Grocer, Bury New-road, Manchester. Jan. 21, at 11; Manchester.

CLAUS, JOHN GEORGE, Merchant, Liverpool. Jan. 20, at 11; Liverpool.

COLLINS, CHARLES, & WILLIAM FREDERICK COLLINS, Drapers, 21, 22, & 23 Lower Sloane-st., Chelsea. Jan. 14, at 12; Basinghall-st.

FARMAR, ROBERT ADOLPH, Chemist & Druggist, 40 Mount-st., Lambeth. Jan. 14, at 11; Basinghall-st.

GOODACRE, ANN MARGARET, Grocer, Edenham. Jan. 20, at 10.30; Shire-hall, Nottingham.

HARRIS, JOHN, Envelope Manufacturer, 11 College-hill, Upper Thames-st. Jan. 18, at 1; Basinghall-st.

LACE, JOSHUA FLETCHER, 4 Mersey-st., Birkenhead, & LEONARD ADDISON, of Abbott's Grange, Chester, Printers & Stationers, Liverpool. Jan. 14, at 11; Liverpool; sep. est. L. Addison.

M'MILLAN, JOHN, Licensed Victualler, Liverpool. Jan. 14, at 11.30; Liverpool.

MARSHALL, JOHN, Underwriter, Angel-ct. Jan. 14, at 11.30; Basinghall-st.

MELROSE, JAMES, & THOMAS EDWARD HUSSEY, Boiler & Chain Cable

Makers, 78 Hatton-garden, and Phœnix Works, Tividale, near Dudley. Jan. 14, at 12; Basinghall-st.

MERRIMAN, JOHN, Draper, South Shields. Jan. 7, at 1; Royal-arcade, Newcastle-upon-Tyne.

MORGAN, HENRY MANNINGTON, Shipowner, Victoria-sq., Reading. Jan. 14, at 12.30; Basinghall-st.

SEAMAN, CHARLES, & HENRY KEEN, Silk Manufacturers, 31 Milk-st., Cheapside. Jan. 14, at 1.30; Basinghall-st.

TUESDAY, *Dec.* 28, 1858.

BUNTING, EDWARD HUNN, Draper, Wells, Norfolk. Jan. 7, at 2; Basinghall-st.

BURN, DAVID LAING, Merchant, formerly of Kensington Palace Gardens, now of 36 St. James's-pl., carrying on business at St. Michael's-house, Cornhill. Jan. 7, at 1; Basinghall-st.

COOPER, ARCHIBALD ARTHUR, East India & Commission Merchant, Winchester-house, Old Broad-st. Jan. 7, at 12; Basinghall-st.

CRABTREE, JAMES, & JOHN CRABTREE, Cotton Manufacturers, Lane Bridge, Habergham Eaves, Lancashire. Jan. 19, at 12; Manchester.

GIBSON, ELI, Builder, Wilby, Northamptonshire. Jan. 19, at 1.30; Basinghall-st.

GREEN, JOSEPH, Stone Merchant, Kerridge, Prestbury, in copartnership with SAMUEL GREEN. Jan. 10, at 12; Manchester.

M'CARTHY, FRANCIS PARRY, Metal Broker, 7 Beech-st., Barbican. Jan. 21, at 11; Basinghall-st.

MILNES, ABRAHAM, & JAMES MILNES, jun., Cotton Spinners, Busk Mill, Oldham. Jan. 19, at 12; Manchester; joint est. and sep. est. A. Milnes.

PARKINS, JAMES, Auctioneer, 7 Minerva-ter., New-cross, and 5 Grocers'-hall-ct., Poultry. Jan. 10, at 11; Basinghall-st.

RILEY, WILLIAM, & WILLIAM TOMKINSON RILEY, Iron Masters, Millfields Works & Regent Works, Bilston; Highfields Works, Sedgley; & Bentley Works, Walsall. Jan. 7, at 11; Birmingham.

ROBERTS, HUGH, Corn Dealer, Gorad, near Holyhead. Jan. 20, at 11; Liverpool.

STUTTARD, JAMES, Cotton Spinner, Albion-st., Manchester (James Stuttard & Co.) Jan. 12, at 12; Manchester.

SYERS, MORRIS ROBERTS, JAMES WALKER, & DANIEL BACKHOUSE SYERS, Merchants, Ball-alley, Lombard-st. (Syers, Walker, & Co., and at Liverpool, Syers, Walker, & Syers). Jan. 19, at 11; Basinghall-st.

TURTIN, JOHN, jun., Boot & Shoe Maker, Broadway, Worcester. Jan. 19, at 11; Birmingham.

FRIDAY, *Dec.* 31, 1858.

ABBOTT, GEORGE FREDERICK, Draper, Clonakilty, Cork, and Manchester. Jan. 21, at 11; Manchester.

BAILEY, THOMAS, Joiner, Oldham. Jan. 21, at 12; Manchester.

BROWN, WILLIAM, Builder, Whitehaven, Cumberland. Jan. 12, at 11.30; Royal-arcade, Newcastle-upon-Tyne.

CASTRIQUE, LOUIS, Merchant, 3 Philpot-lane. Jan. 25, at 2; Basinghall-st.

CLARKE, JAMES, Timber Merchant, Bridge-wharf, Kingsland, Middlesex. Jan. 21, Basinghall-st.

COLLINS, WILLIAM, Linen Draper, 5 & 6 Rydon-ter., City-rd. Jan. 21, at 12; Basinghall-st.

DEEKER, THOMAS SMITH, Upholsterer, 97 & 98 Wardour-st. Jan. 25, at 1; Basinghall-st.

FITZMAURICE, GEORGE LIONEL, Boarding-house Keeper, 97 Gloucester-pl., Portman-sq. Jan. 21, at 12.30; Basinghall-st.

GIBSON, HENRY, Merchant, 17 Gracechurch-st. Jan. 12, at 12; Basinghall-st.

GOULDING, JAMES, Grocer, Carlisle & Dalston, Cumberland. Jan. 12, at 1; Royal-arcade, Newcastle-upon-Tyne.

HAYDEN, THOMAS, Flax & Cotton Spinner, Bishopwearmouth. Jan. 10, at 12; Royal-arcade, Newcastle-upon-Tyne.

HOLDEN, ARTHUR, Paper Manufacturer, Heap Brow, Bury, Lancashire. Jan. 27, at 12; Manchester.

MEDLEY, GEORGE BOWLEY, Underwriter, Highbury-park North, Islington, and 24 Great Tower-st., and of Lloyd's Coffee-house (in partnership with William Adam). Jan. 21, at 11; Basinghall-st.; joint est.

MILLINGTON, JAMES, & CHARLES CLAYE, Lace Manufacturers, Nottingham. Jan. 11, at 11; Shire-hall, Nottingham.

MOSSMAN, EDWARD, Provision Merchant, Hastings. Jan. 21, at 2; Basinghall-st.

NICHOLSON, SAMUEL, Hat Manufacturer, 67 Southwark-bridge-rd. Jan. 25, at 12; Basinghall-st.

SPEED, ROBERT, Tailor, Oldham. Jan. 17, at 12; Manchester.

THOMAS, JOSEPH, Newspaper Proprietor, 2 Catherine-st., Strand, and White Hart-st., Drury-lane; residing at 33 Finsbury-sq. Jan. 21, at 1.30; Basinghall-st.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

FRIDAY, *Dec.* 24, 1858.

ECCLES, CECIL, Draper, St. Helen's, Lancashire. Jan. 14, at 11; Liverpool.

FITZMAURICE, GEORGE LIONEL, Boarding and Lodging House Keeper, 97 Gloucester-pl., Portman-sq. Jan. 14, at 11; Basinghall-st.

HODGSON, THOMAS, Bookseller, Aldine-chambers, Paternoster-row. Jan. 14, at 11; Basinghall-st.

JACKSON, GEORGE, Decorative Designer, 17 Brazenose-st., Manchester. Jan. 17, at 12; Manchester.

JUKES, RICHARD, Iron Master, Liversedge Iron Works, Yorkshire. Jan. 24, at 11; Commercial-bldgs., Leeds.

LANE, STAFFORD MOORE, Corn and Seed Dealer, Swallowcliffe, Wilts. Jan. 14, at 1; Basinghall-st.

MASON, EDWARD, Commission Agent, 67 Piccadilly, Manchester. Jan. 17, at 12; Manchester.

ROOK, THOMAS, Contractor & Dealer in Manure, Gibraltar-walk, Bethnal-green, and Victoria-wharf, Earl-st., Blackfriars. Jan. 17, at 11; Basinghall-st.

SALMON, WILLIAM, Corn & Coal Merchant, Rattlesden, Suffolk. Jan. 14, at 11; Basinghall-st.

SCULLY, AMBROSE, Ironmonger, Bradford. Jan. 25, at 11; Commercial-bldgs., Leeds.

WILDBRAHAM, CHARLES WILLIAM, Warehouseman, 16 Charterhouse-lane. Jan. 14, at 12; Basinghall-st.

WRENSHALL, CHARLES LEWIS, Musical Teacher, Birkenhead. Jan. 14, at 12; Liverpool.

TUESDAY, *Dec.* 28, 1858.

BATCHELOR, JOSEPH, Mercer, Newport, Isle of Wight. Jan. 20, at 1.30; Basinghall-st.

BISHOP, ROBERT, Sieve Public-house, Church-st., Minories. Jan. 19, at 1; Basinghall-st.

BRAIN, GEORGE, Grocer, St. George, Gloucestershire. Jan. 24, at 11; Bristol.

COLWECK, JOHN, Grocer, Lower Bebbington. Jan. 20, at 11; Liverpool.

DAWES, BENJAMIN, Grocer, Kinfare. Jan. 20, at 11; Birmingham.

DYER, DAVID LOGAN, Currier, 15 Queen-st., Seven Dials. Jan. 18, at 11.30; Basinghall-st.

GOODCHILD, JOSEPH, Cattle Dealer, Caldicott-hill, Aldenham. Jan. 19, at 12.30; Basinghall-st.

HOLDEN, GEORGE, sen., & GEORGE HOLDEN, jun., Penholder & Pencil-case Manufacturers. Jan. 20, at 10; Birmingham.

NENDICK, WILLIAM, Grocer, Wolverhampton. Jan. 20, at 11; Birmingham.

POWELL, WILLIAM RUFUS, Ship & Insurance Broker, 138 Leadenhall-st. Jan. 19, at 2; Basinghall-st.

PRINCE, GEORGE, & JAMES PRINCE, Wine & Cigar Merchants, and Proprietors of the Prince's Club, 14 Regent-st., and 13 Carlton-st., Regent-st. Jan. 19, at 1; Basinghall-st.

SMITH, THOMAS MOORE, & CHARLES LINFORD, Engineers, Peterborough. Jan. 21, at 1; Basinghall-st.

FRIDAY, *Dec.* 31, 1858.

ANGEL, WILLIAM, Poulterer, 35 Compton-st., Brunswick-sq. Jan. 25, at 11; Basinghall-st.

BINNS, THOMAS, Iron Merchant, Deighton, near Huddersfield, and Thornhill Lees, near Dewsbury. Jan. 21, at 11; Commercial-bldgs., Leeds.

COOPER, JOSEPH, Licensed Victualler, Birmingham. Jan. 24, at 11; Birmingham.

EDWARDS, WILLIAM A., & THOMAS WHITLOCK, Bottle Merchants, 7 Upper Thames-st. Jan. 21, at 11; Basinghall-st.

HALEY, WILLIAM, Hatter, Leeds. Jan. 21, at 11; Commercial-bldgs., Leeds.

HENRY, JOSEPH, Upholsterer, 1 Craven-ter., Craven-hill, Bayswater. Jan. 24, at 1; Basinghall-st.

LIVINGSTON, THOMAS, Licensed Victualler, Stag Public-house, Brooksby-walk, Homerton. Jan. 24, at 1.30; Basinghall-st.

NEGRO, CANDIDO DEL, & JOSEPH KRAUSS, Bead Merchants, 45 Cannon-st. West, and at Venice. Jan. 21, at 12; Basinghall-st.

PRINGLE, ELSDON, Ship Owner, Southport. Jan. 21, at 11; Liverpool.

SMITH, JOSEPH, Licensed Victualler, Bell-st., Birmingham. Jan. 21, at 11; Birmingham.

To be DELIVERED, *unless* APPEAL *be duly entered.*

FRIDAY, *Dec.* 24, 1858.

BARNARD, THOMAS, Bookseller, 85 Charlotte-st., Fitzroy-sq. Dec. 17, 1st class.

BURRIDGE, JOHN, Newspaper Proprietor, Bristol. Dec. 20, 1st class.

DAVIES, CHARLES, & EDWARD DAVIES, jun., Soap Manufacturers, Ellesmere Port, Whitby. Dec. 18, 2nd class to C. Davies.

DUCKWORTH, WILLIAM, Cotton Manufacturers, Primrose Mill Church, near Accrington. Dec. 16, 3rd class; after a suspension of 9 mos. from March 13.

ELLIS, THOMAS, Brick Maker, Tymaur, near Pontypridd. Dec. 21, 1st class.

ELSWORTH, JOHN, Naphtha Manufacturer, Kingston-upon-Hull. Nov. 3, 3rd class.

GODFREY, JOHN, & JOHN THOMAS GODFREY, Coopers, 25 Widegate-st., and 7 Half Moon-st., Bishopsgate-st. Without. Dec. 17, 1st class.

HARRISON, JOHN, & JOHN GARFORD BRIGGS, Oil & Seed Brokers, 2 Austinfriars. Dec. 17, 1st class.

JONES, JOHN, Draper, 205 King's-rd., Chelsea. Dec. 18, 1st class.

LOGSDON, EDWIN, Carriage Builder, Hitchin. Dec. 17, 2nd class.

OGLE, ANDREW, & JAMES ROBINSON, Engineers, Preston. Dec. 17, 3rd class, after a suspension of 6 mos. from June 16.

PEARCE, WILLIAM, & LEWIS PEARCE, Coach Makers, Salisbury. Dec. 17, 2nd class.

REDMAN, JOSEPH, Stuff Manufacturer, Bradford, Yorkshire. Dec. 21, 2nd class.

SKEEN, EDWIN ALLEN, Timber Merchant, 24 Montagu-st., Spitalfields. Dec. 18, 2nd class.

THUMWOOD, THOMAS, Innkeeper, Bush-inn, Farnham, Surrey. Dec. 17, 1st class.

WALKER, WILLIAM KEMPSON, Hide & Skin Merchant, Wolverhampton. Dec. 17, 3rd class.

WALTER, CHARLES, Pawnbroker, 28 Great Marylebone-st., and 6 High-st., Marylebone. Dec. 18, 1st class.

TUESDAY, *Dec.* 28, 1858.

CARTWRIGHT, MARIA ELIZABETH, Hop Merchant, late of Maidstone, now of Sherborne, Norfolk. Dec. 20, 1st class.

DAVIES, DANIEL, Wholesale Clothier, Bread-st.-hill. Dec. 24, 2nd class, after a suspension of 6 mos. from June 24.

DICKINSON, HENRY, Stone & Marble Mason, Nottingham. Dec. 21, 3rd class.

FIELD, STEPHEN JAMES, Wine & Spirit & Shipping Agent, 4 Railway-pl., Fenchurch-st. Dec. 23, 2nd class.

GOOCH, JOHN, jun., Corn Merchant, Isleham. Dec. 21, 2nd class.

HILL, JOSIAH, Butter Factor, Amersham. Dec. 24, 3rd class.

HOLDEN, JOHN, Cotton Spinner, Belmont, near Bolton-le-Moors. Dec. 15, 3rd class, after a suspension of 12 mos.

M'CARTHY, FRANCIS PARRY, Metal Broker, 7 Beech-st., Barbican. Dec. 21, 3rd class.

SHARP, THOMAS, Brewer, Pelham's Land and Kirton Fen, in the parts of Holland. Dec. 21, 2nd class.

ZERMAN, FRANCESCO, Coffee-house Keeper, Saville-house, Leicester-sq. Dec. 18, 3rd class, after a suspension of 12 mos. from Dec. 17, 1857.

ZUCKER, CARL, Watch Maker, 26 York-row, Kennington-road. Dec. 23, 2nd class.

FRIDAY, *Dec.* 31, 1858.

BUTTERIS, VALENTINE, Bookseller, Dartmouth, Devon. Dec. 21, 2nd class.

COHEN, ABRAHAM MARK, Paper Stainer, 18 Commercial-pl., City-rd. Dec. 20, 2nd class, after a suspension from June 15.

COLDWELL, THOMAS HENRY (Coldwell Brothers), Worsted Spinner, Wakefield. Dec. 17, 2nd class.

COULSON, GEORGE NORTON, Butcher, Lincoln. Dec. 22, 3rd class.

MILLINGEN, CHARLES, Umbrella & Parasol Manufacturer, 22 Fore-st. Dec. 20, 3rd class; to be suspended for 12 mos.

NICHOLLS, JAMES, Watch Maker, Redruth, Cornwall. Dec. 22, 2nd class.

THOMAS, DANIEL, Draper, Carnarvon. Dec. 20, 3rd class; subject to a suspension of 9 mos. from Nov. 23.

TOMSON, FREDERIC WILLIAM, Engineer, Coventry. Dec. 24, 2nd class.

Professional Partnership Dissolved.

FRIDAY, *Dec.* 24, 1858.

HAMP, FRANCIS, & WILLIAM TYNDALL, Attorneys & Solicitors, Liverpool, by mutual consent.—Dec. 22.

FRIDAY, *Dec.* 31, 1858.

HAYWARD, WILLIAM, & HENRY DAVIES, Attorneys-at-Law & Solicitors, Oswestry, Salop, or elsewhere, by mutual consent. Debts due and owing to or from the firm to be received by and paid by Mr. Samuel Badger, Accountant, Shrewsbury.—Dec. 24.

Assignments for Benefit of Creditors.

FRIDAY, *Dec.* 24, 1858.

BARNWELL, THOMAS, Innkeeper, Leamington Priors. Dec. 10. *Trustee*, J. Haddon, Brewer, Leamington Priors. *Sol.* Russell, Leamington.

DARWIN, THOMAS, Iron Founder, Queen's Foundry, Sheffield. Dec. 15. *Trustees*, C. Rawson, Agent & Surveyor, Masbrough, Rotherham; S. Darwin, Managing Clerk, Sheffield. Creditors to execute before Feb. 15. *Sols.* T. W. & H. Rodgers, 16 Bank-st., Sheffield.

DIX, RICHARD, Plumber, St. James-churchyard, Bristol. Dec. 15. *Trustee*, J. H. Heanes, Brass Founder, Redcliff-st., Bristol. *Sols.* Leman & Humphrys, Baldwin-st., Bristol.

DOBBY, JAMES, Grocer & Tea Dealer, Newport, Salop. Dec. 3. *Trustees*, W. Brittain, Grocer, Newport; W. Dunning, Draper, Newport. Creditors to execute on or before Jan. 15. *Sol.* Liddle, Newport.

EVANS, EVAN, Tailor, Portmadoc, Carnarvonshire. Dec. 3. *Trustees*, W. Williams, Tobacconist, Chester; T. Q. Roberts, Draper, Chester. Creditors to execute before Mar. 3. Indenture lies at counting-house of T. Q. Roberts, Eastgate-st.-row, Chester.

JARY, THOMAS, Farmer, Keninghall, Norfolk. Dec. 17. *Trustee*, T. H. Jary, Farmer, Great Ellingham. Creditors to execute before Mar. 17. *Sol.* Calver, Keninghall.

JONES, HENRY, Draper, Gt. Ancoats-st., Manchester. Nov. 29. *Trustees*, W. Butterfield, Merchant; E. Cherry, Warehouseman, Manchester. *Sols.* Boote & Jellicorse, 52 Brown-st., Manchester.

SANDERS, FREDERICK, Linceman, 19 St. George's-pl., Hyde-pk.-corner. Nov. 30. *Trustees*, R. D. Holland, Builder, 17 Duke-st., Bloomsbury; H. Robinson, Warehouseman, 12 Watling-st. *Sol.* M'Gregor, 10 Sise-lane.

SEAGO, SAMUEL, jun., Fishing Merchant, Great Yarmouth, Norfolk. Dec. 11. *Trustees*, W. Mann, Fish Salesman, Great Yarmouth; S. Barnes, Brick Merchant, Surlingham, Norfolk. Creditors to execute before Mar. 11. *Sol.* Cufande, Great Yarmouth.

WATLING, HENRY WYATT, Surgeon, Leominster, Herefordshire. Dec. 15. *Trustees*, W. Gilkes, Druggist, Leominster; F. Harris, Gent., Leominster. Creditors to execute before Jan. 5. *Sol.* James, Leominster.

TUESDAY, *Dec.* 28, 1858.

CROWTHER, THOMAS, Saddler, 26 Providence-row, Finsbury. Dec. 15. *Trustees*, G. Lawrance, Licensed Victualler, Wilson-st., Finsbury; A. J. Richold, Coach Builder, Leytonstone. Creditors to execute before Feb. 15. *Sol.* Wheatley, 7 Symond's-inn, Chancery-lane.

JONES, SAMUEL, & ALFRED JONES, Cap-peak Manufacturers, St. Andrew's-rd., New Kent-rd. (Jones & Son). Dec. 16. *Trustees*, P. Margetson, Tanner, Bermondsey; J. E. Atkinson, Leather Merchant, 19 Duke-st., London-bridge. Creditors to execute on or before March 1. *Sol.* Thomson, 60 Cornhill.

LOCKIER, GEORGE, Builder, Maindee, near Newport, Monmouthshire. Dec. 2. *Trustees*, W. Williams, Timber Merchant, Newport; W. Eassie, jun., Contractor, Gloucester. *Sol.* Woollett, Newport.

WICKHAM, HARRIETTE, Milliner, 17 Sackville-st., Piccadilly. Nov. 27. *Trustees*, J. Rogers, Warehouseman, 15 Sackville-st.; C. W. Roberts, 17 St. Paul's-churchyard. *Sol.* Walters, 36 Basinghall-st.

FRIDAY, *Dec.* 31, 1858.

COULAM, WILLIAM, Builder, Louth. Dec. 28. *Trustees*, J. H. Ryley, Stonemason, Louth; J. Swabey, Farmer, Louth. *Sols.* Ingoldby & Bell, Louth.

NEWBERRY, GEORGE, Tea Dealer, Taunton, Somerset. Nov. 11. *Trustee*, J. Loram, Tea Dealer, Exeter. Creditors to execute before Jan. 11. *Sol.* Reed, Bridgewater.

SPOOR, JOHN, Draper, Sunderland. Dec. 14. *Trustees*, B. Stretton and R. Bradley, both of Manchester, Merchants. *Sols.* Reed, Langford, & Marsden, 59 Friday-st., Cheapside; Agents for Sale, Worthington, & Shipman, Manchester.

WORRALL, THOMAS, Currier, Manchester. Dec. 13. *Trustees*, H. Bowman, Leather Merchant, Manchester; J. H. Cunliffe, Tanner, Manchester. *Sols.* Reed, Langford, & Marsden, 59 Friday-st., Cheapside; Agents for Sale, Worthington & Shipman, Manchester.

Creditors under Estates in Chancery.

FRIDAY, *Dec.* 24, 1858.

DEBARY, RICHARD BROME, Esq., formerly of Weston-in-Arden, Warwickshire, late of Bruges, Belgium (who died in July, 1858). Re Debary, Debary *v.* Debary, M. R. *Last Day for Proof*, Jan. 20.

FERGUSON, WILLIAM JAMES, 176 Oxford-st., and 27 Park-rd., St. Marylebone, and Torquay, Devon (who died in July, 1857). Jarvis *v.* Ferguson, V. C. Stuart. *Last Day for Proof*, Jan. 31.

FARRE, WILLIAM, Tanner, Atherstone, Warwickshire (who died in Sept. 1857). Re Freer's Estate, Hunter *v.* Baxter, V. C. Stuart. *Last Day for Proof*, Feb. 1.

GILL, SOPHIA ELIZABETH, Spinster, Hercules-bldgs., Lambeth (who died in Sept. 1849). Lavenu *v.* Fricker, V. C. Kindersley. *Last Day for Proof*, Jan. 26.

JONES, DAVID, Gent., Tygwyn, Llanychan, Denbighshire (who died in Aug. 1848). Re Jones' Estate, Jones *v.* Williams, V. C. Wood. *Last Day for Proof*, Jan. 8.

TUESDAY, *Dec.* 28, 1858.

HALFORD, JOHN, Wisbeach St. Peter, Isle of Ely (who died on Aug. 19, 1852), Hickson *v.* Halford, Booth *v.* Halford, M.R. *Last Day for Proof*, Jan. 25.

INGLE, JOHN, Cridling Stubbs, Womersley, Yorkshire (who died in Nov., 1857). Vandravart *v.* Ingle, M.R. *Last Day for Proof*, Jan. 12.

PENRICE, EDWARD, Lieut. 7th Regt., late of the Military Lunatic Asylum, Fort Clarence, Chatham (who died at Dr. Warburton's Asylum for Lunatics, at Bethnal-green). Re Penrice's Estate, Fenton *v.* Tombs, M.R. *Last Day for Proof*, Jan. 19.

FRIDAY, *Dec.* 31, 1858.

DAWSON, JAMES, Gent., Preston (who died in Jan. 1857). Latus *v.* Dawson. *Last Day for Proof*, Jan. 21, at Office of District Registrar, 6 Camden-pl., Preston.

Winding-up of Joint Stock Companies.

FRIDAY, *Dec.* 24, 1858.

UNLIMITED, IN CHANCERY.

GERMAN MINING COMPANY.—Master Richards, on Dec. 2, appointed William Lowther, 12 Southampton-bldgs., Chancery-lane, Accountant, Official Manager, *vice* the late Official Managers (both deceased).

NANTLLE VALE SLATE COMPANY.—The Master of the Rolls purposes, on Jan. 10, at 12, at his Chambers, to make a call of 1*l.* 6*d.* per share on all the Contributories.

TUESDAY, *Dec.* 28, 1858.

UNLIMITED, IN CHANCERY.

NATIONAL PATENT STEAM FUEL COMPANY.—V. C. Kindersley purposes, on Jan. 18, at 2, at his Chambers, to make a call of 1*l.* 15*s.* per share on all Contributories settled on the list on Dec. 23.

LIMITED, IN BANKRUPTCY.

FURNISHING IRONMONGERY AND HARDWARE COMPANY (LIMITED).—Mr. Com. Holroyd will proceed, on Jan. 13, at 1, at Basinghall-st., to settle the list of Contributories.

Scotch Sequestrations.

FRIDAY, *Dec.* 24, 1858.

BROWN, JOHN, Dyer & Manufacturer, Maxwelltown, Troqueer. Jan. 4, at 1; King's Arms-hotel, Maxwelltown. *Seq.* Dec. 20.

HUNTER, WILLIAM, & JAMES NEWALL, Warehousemen, Glasgow (Hunter, Newall, & Co.) Dec. 31, at 12; Glasgow Stock Exchange, National Bank-bldgs., Glasgow. *Seq.* Dec. 22.

MUIRHEAD, GAVIN, sometime Grocer, Westneuck, Blantyre, now Wright & Carter, Stonefield, Blantyre, Lanarkshire. Jan. 4, at 2; King's Arms-inn (Dick's), Hamilton. *Seq.* Dec. 20.

ROBB, JOHN SMELLIE, Merchant, Glasgow (J. S. Robb & Co.) Dec. 28, at 12; Globe-hotel, George-sq., Glasgow. *Seq.* Dec. 20.

TUESDAY, *Dec.* 28, 1858.

BISSET, WILLIAM, formerly Innkeeper in Aberdeen, now Gardener at Palmuir, Old Machar, Aberdeenshire. Jan. 3, at 12; Lemon-tree-tavern, Aberdeen. *Seq.* Dec. 22.

ROBB, JOHN, Builder, Mayfield Loan, Edinburgh. Jan. 5, at 2; Johnston's Temperance-hotel, 25 Nicolson-st., Edinburgh. *Seq.* Dec. 24.

ROBERTSON, GEORGE, General Merchant, Bridge-st., Kirkwall. Jan. 4, at 1; Sheriff's Court-room, Kirkwall. *Seq.* Dec. 20.

STEWART, ALEXANDER ROY, Dyer, Aberdeen. Jan. 6, at 2; Lemon-tree-tavern, Aberdeen. *Seq.* Dec. 23.

WAUGH, ROBERT, Baker, Coatbridge. Dec. 31, at 12; Royal-hotel, Airdrie. *Seq.* Dec. 22.

FRIDAY, *Dec.* 31, 1858.

BOYD, JOHN, Draper, Johnstone, Paisley, Renfrewshire, and Partner of the late Firm of Smythe, Boyd, & Co., Sawyers, Govan-st. Sawmills, Glasgow. Jan. 7, at 1; Rose and Thistle-hotel, Paisley. *Seq.* Dec. 27.

BURNS, WILLIAM, or WILLIAM STRUTHERS BURNS, Lace Dealer, 37 Southbridge, Edinburgh. Jan. 7, at 12; within Stevens's Sale-rooms, 4 St. Andrew-sq., Edinburgh. *Seq.* Dec. 28.

M'BEY, ALEXANDER, Farmer, South Mean Echt, Aberdeenshire. Jan. 8, at 12. Robertson's Royal-hotel, Union-st., Aberdeen. *Seq.* Dec. 20.

TURNER, WILLIAM, Grocer, High-st., Hawick. Jan. 4, at 2; New Ship-hotel, Leith. *Seq.* Dec. 28.

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Advertisements can be received at the Office until six o'clock on Friday evening.

We should feel obliged to our Subscribers if they will inform us at what period they receive the JOURNAL. *It is uniformly posted in time to be forwarded by the Morning Mails, and a considerable extra expense is incurred on that account. We have received, however, so many complaints from Subscribers, who do not receive their copies on Saturday, that it is important to us to know how the delay occurs, in order to adopt measures to have it rectified.*

THE SOLICITORS' JOURNAL.

LONDON, JANUARY 8, 1859.

CURRENT TOPICS.

Now that Term time is coming on again, the inconvenient condition of our courts, and their scattered localities, will call forth fresh complaints from both branches of the profession. The shifts to which our judges are put in order to get through business with their present utterly inadequate accommodation are so scandalous to the public, that the Government feel the necessity for doing something; and the great object now is, to take care that the course finally taken is the right one. On this point we solicit the earnest attention of the profession. Ministers are themselves probably disposed to act for the best in the matter; but they know little of the real merits of the question, and they are beset by interested parties and plausible plans, schemed to serve private ends under the pretext of public economy. It behoves solicitors both in town and country to use their just influence for the defeat of these machinations, and to support the Incorporated Law Society, in the effort now making for a concentration of our law courts and offices, in a locality convenient for the purpose. It is hard to conceive a subject of more practical importance to our body. Counsel are no doubt much inconvenienced by the present system; suitors suffer annoyance, and sometimes substantial loss; but solicitors suffer far more, for they have to bear the reproach of absent counsel and disappointed clients, and are themselves constantly harassed by the expense, fatigue, and annoyance entailed by a dispersion of business incredible to all but those who have to conduct its practical details. Country solicitors, whom railway accommodation brings to London in a way never dreamed of some years back, are peculiarly inconvenienced by a state of things which gives them as much travelling in London to transact their business as it takes to bring them from the country to King's Cross or Euston Square; and to *them* a central set of courts and offices, near which the chambers of the London solicitors would soon accumulate, would be an enormous gain. Let not the chance of this great advantage be lost by any apathy on our part.

The scheme to which the Government is at present lending its ear will not bear consideration. The device of removing the common law courts, or part of them, to the site of Doctors' Commons, would no doubt be of service to the late advocates, and others connected with that departed institution; but the object of the plan is too transparent, and its nature too preposterous, to admit of success. Of course, the removal of the courts from Westminster, supposing the common law judges setttled down in Doctors' Commons, would necessitate increased, or, at any rate, improved accommodation for equity in Lincoln's-inn; and a rumour has accordingly been industriously circulated that the benchers contemplate immediate additions to the present courts in Old Square. We are, however, glad to find that a contemporary is mistaken in his positive assertion on this head; and that the benchers are too wise to demolish their own property to build courts which might soon be useless. The Doctors' Commons scheme may be assiduously urged by secret influence, and a portion of the daily papers, for reasons which will not be publicly given, may hint in its favour; but the profession, who can have no interest in continuing a monopoly to a small section of practitioners, and have everything to gain from a real improvement, will soon defeat, by a resolute demonstration, this furtive attempt at a discreditable job.

The judgment of Mr. Commissioner Goulburn, in the bankruptcy of Davidson & Gordon, will be memorable. The sound views laid down as to commercial transactions, and the moral courage evinced in dealing with facts that touch reputations high in the City, will do something to relieve the Court of Bankruptcy from the obloquy, perhaps more than is warranted by strict justice, which has of late rested on its proceedings. Messrs. Overend & Gurney have stepped forward to throw the shield of their respected name over Mr. Chapman, and already it is begun to be whispered that the expressions aimed at him in the judgment are too severe But the facts are damnatory; the case is felt to be but one, albeit an extreme one, of a class; and with mercantile interests at stake the judge of a commercial tribunal does well to speak out. A real blow, we believe, has been given to dealings only too prevalent, and as dangerous as they are discreditable.

We observe that the examination of the sixteen prisoners arrested at Belfast on suspicion of being engaged in secret societies for unlawful purposes, has been held within the walls of the gaol, and with closed doors. We doubt the legality of such a proceeding, and more than doubt its expediency. It is possible that the authorities may be able to give good reasons for the extraordinary course they have pursued; and pending such explanation we have no desire to harshly prejudge the case. But it ought to be remembered that the worst way to combat these secret societies is to stoop to the use of their own weapons; in secrecy and obscurity they flourish—drag them into daylight, and they sink into nothing.

A solicitor, writing to the *Times*, complains of the delay in the new Divorce Court. We believe that the complaint is general, and trust that the learned judges, on whom it devolves to see that justice is administered, as far as possible, without obstruction, will apply an immediate remedy. The amount of business unexpectedly thrown on the Court furnishes some excuse; but it appears that a more urgent cause of delay is the difficulty of obtaining the attendance of judges to form a full court. A little arrangement would surely obviate this difficulty, and an effort should be made for the purpose, for these delays, inexplicable to the public, are the things which bring discredit on the law.

The approach of the Parliamentary session induces some attention to the legislation, or attempts at legislation, that may be anticipated in either House. Besides the all-engrossing Reform measure from Conservative benches, which perhaps, like Aaron's rod, may swallow up all round it, several Bills are already promised. Lord John Russell will reintroduce his Bankruptcy and Insolvency Bill, and will receive the vigorous support of the Chambers of Commerce throughout the country. It is said that the Government have a rival measure in preparation, but whether it will be such as to satisfy the demands of the mercantile classes is extremely doubtful. Lord Campbell, it is understood, intends to try his hand on our jury system; and we believe that Lord Brougham will again ask the Legislature to allow prisoners to give evidence on their trials. On this subject we have been favoured with some observations by his Lordship, contained in a private letter to a friend:—

A late trial in which fraud was alleged, and the only evidence was that of the parties, gives rise to some important inferences relating to judicial procedure, and especially throws light upon the great question of allowing defendants to be examined in criminal cases if they choose—the subject of my last year's Bill.

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Suppose this proceeding had been in form, as it was in substance, criminal, the plaintiff alone could have been heard, and of all the grave doubts that now hang over the case, not one could have existed. But would a conviction have been at all satisfactory? Would an acquittal have been so? Certainly not—for this could only have proceeded upon a belief that the plaintiff had given false evidence; and yet there would have been nothing to impeach his credit. It really appears unquestionable, that shutting out the testimony of the defendant leaves the Court and jury, in very many cases, to rely on mere conjecture when the proof may be had.

There seems to be some defect in the system of auditing election accounts under the Corrupt Practices Prevention Act. A new election has just taken place for Herefordshire, and it is complained that the accounts of the former contest, a year and a half ago, have not yet been published. Surely there must be some dereliction of duty here.

The question whether it is expedient to allow lists of bills of sale, judges' orders, &c., to be printed for public circulation, continues to excite much interest. We call our readers' attention to an article on the subject from *The Upper Canada Law Journal*, which will be found in another column.

LAWYERS IN CANADA.

It is the custom among certain thinkers to assume that law is a mere excrescence in society, a wholly artificial growth, which would cease if our social relations were in a healthy condition. Unequal wealth, complicated titles, antiquated legislation, and other ghosts which law reformers continually purpose to lay, are on this reasoning the sources of litigation and the chief support of lawyers. But it is instructive to observe, that our profession flourishes in lands where these grievances can hardly exist, for they have not had time to grow; and that a comparatively simple state of society finds it advantageous to support a class of well-educated, and therefore well remunerated lawyers.

The Upper Canada Law Journal, from which we print in another column an article on Trade Protection Societies, shows the flourishing and important position which the profession occupy in our North American provinces; not only, as we perceive from the advertisement columns, is there a demand for English reports and text-books, but a selection of Canadian decisions is now published in the *Journal;* and if we may judge from Chief Justice Draper, who impressed every one here on his late visit with a high opinion of his ability, these records of Canadian judgments will gradually occupy a recognised position among jurists. We see that our fellow-subjects there are blessed with the more questionable advantages of a Private Bill system, and of controverted elections; but with regard to these last, they seem to have established a method of taking evidence which might perhaps be adopted with advantage in this country—viz. by remitting the investigation of facts to the county court judge of the district. It is curious to observe the free-and-easy style in which the Canadian practitioners announce themselves to the public. What do our readers think of the following, taken at hazard from the first advertising page of our contemporary:—

Messrs. Elliott & Cooper, Barristers, Solicitors in Chancery, Attorneys, and Conveyancers, London, Canada West.

This would be rather startling in the old country, though it seems the regular course of business in the new. It is probable that in a thin population, much accustomed to take all things in the rough, such a system is advantageous to the public; but as wealth increases, and large towns multiply, the same division of labour which has long been established here will doubtless be enforced in Canada. In one respect the Canadian lawyers seem far ahead of ourselves. They have a regular system of legal education, and demand a high standard of general knowledge from all candidates for admission; and the course of lectures and scheme of examination put forth by their Law Society is much to be admired. The general advance of education among all classes, and the increasing requirements of efficiency in other professions, warn us that we must not much longer lag behind in this respect.

We have given this notice of our Canadian contemporary, because we think it will be interesting to lawyers to see how the occupations, studies, and interests of the profession spread on the other side of the Atlantic. The fear that lawyers will ever lack employment, let whatever changes come, has always seemed to us an idle one; and on this point it is instructive to observe the firm hold which they have taken in a young and restless country.

Legal News.

The public dinner to which Lord Brougham has been invited by the inhabitants of Edinburgh is intended, we understand, to commemorate his great services in the improvement of our jurisprudence, and in other branches of social reform, as well as the innumerable efforts of his Parliamentary and literary genius. There is a unanimous desire to make the demonstration as brilliant and influential as possible; and it must be especially gratifying to the veteran ex-Chancellor (who was a Scotch advocate as well as an English barrister) to receive so cordial an invitation from Scotch lawyers of all shades of politics, remembering, as he is able to do, the bitter political animosities which once characterised the Edinburgh bar. The Lord Provost, in his letter to Lord Brougham accompanying the formal invitation, says, "The names appended to the requisition include, besides my colleagues in the magistracy and town council, those of the members for the city, the Lord Advocate, Dean of the Faculty of Advocates, Professors of the University, Rector of the High School, President of the Royal Scotch Academy, and others, held to represent the feelings and desires of the public bodies and professions to which they belong. Allow me to add, that the sentiments to which they give expression are those which are warmly entertained by all sections of the inhabitants."

Mordaunt Lawson Wells, Esq., Judge of the Supreme Court of Calcutta, has received the honour of knighthood.

On Tuesday next Hilary Term will commence, when the several Courts of Law and Equity will resume their sittings. In the Common Law Courts the arrears number 153 rules, special cases, and demurrers. In the Queen's Bench there are 47 rules, of which 3 are in the new trial paper for judgment and 21 for argument. In the special paper there are 2 rules for judgment and 15 for argument, besides which there are 6 enlarged rules. In the Common Pleas there are 9 enlarged rules, 28 rules for new trials, 3 cases for judgment, and 15 demurrers entered. In the lists of the Court of Exchequer—the errors and appeals

from the Exchequer Chamber—there are 1 for judgment and 6 for argument; there are 3 rules in the peremptory paper, and in the special paper 1 for judgment and 16 for argument; while in the new trial paper there are 2 for judgment and 22 for argument.

Upwards of 100 persons have given notice of their intention to apply, in the forthcoming Hilary Term, to be admitted attorneys in the Common Law Courts.

Lieutenant Francis Higginson was tried at the Central Criminal Court on Wednesday, for his assault on Alderman Salomons. The prisoner cross-examined the worthy alderman for a couple of hours in a rambling way, and Baron Martin was obliged to remind him that the only question at issue was the committal of the assault—aye or no. On a verdict of guilty being returned, Alderman Salomons expressed a wish that no punishment should be inflicted; and as Lieutenant Higginson declared that he had no intention of repeating his misconduct, he was bound over to keep the peace and discharged.

An amusing correspondence has appeared in the *Times*, between Mr. Tidd Pratt, the Registrar of Friendly Societies, and an individual, only known as "H. B.," and describing himself as a "general agent." There are a number of such people about, preying on the weaker portion of the public, and assuming the functions of lawyers wherever they think it safe to do so. It is to be hoped that the exposure of H. B.'s attempt to inveigle a lady on false pretences into some joint-stock bubble of his own getting up, will open the eyes of many who are similarly beset.

BANKRUPTCY COURT.

(Before Mr. Commissioner GOULBURN.)

Davidson & Gordon's Bankruptcy—Judgment.—Jan. 5.

Mr. Commissioner Goulburn delivered the following judgment upon the bankrupts' application for their certificates:—In this matter the bankrupts, Daniel Mitchell Davidson and Cosmo William Gordon, were colonial brokers and metal agents, in Mincing-lane and elsewhere. I am now to give the judgment of the Court upon the question as to what right they have to certificates of conformity to the law of bankruptcy. A case of greater importance, not only to the parties concerned, but also to the trading community at large, can scarcely be conceived, and, in my opinion, it strongly illustrates the benefit of the change in the law, the inquiry in open court, and the advantages resulting from publicity. Publicity is of vast importance to the debtor; for if he has conducted himself rightly and properly, a public investigation of his conduct ends very favourably to him, and he leaves the court not only without an imputation on his character, but cleared from all suspicion. It is also very important as regards the creditors, for it is a mistake to suppose that such investigations concern the bankrupt alone; for this case shows me how proper it is that the transactions of those persons who have had dealings with the bankrupts should be investigated searchingly. Formerly the mode of proceeding with respect to the certificate of a bankrupt was quite different. The bankrupt had to seek his way to a certificate through nooks and corners, bringing to bear upon creditors every possible motive to indnce them to sign the certificate in numbers sufficient to obtain it, and the conduct of the debtor was never fully nor fairly investigated. It was left to be discussed in holes and corners. Guildhall had fourteen lists in bankruptcy, and there were holes and corners in the adjoining coffee-houses still more obscure. There was no eye upon the bankrupt's conduct. When the bankrupt wanted his certificate, he went to the houses of his creditors. It must be admitted, that the change which has taken place is a most advantageous and beneficial enactment. I am aware that this publicity is by no means popular. It is being much discussed just now, and among many schemes for the reform of the bankruptcy law one feature pervades the whole—to get back to private arrangements if possible. I can well see that a debtor would not like publicity. It may be painful to him to have all his misdeeds exposed in open court; but the objection to publicity is not confined to debtors. The real objectors to publicity are the creditors. It sometimes happens the creditors have made large debts, and bad debts, and are extremely loth to make the public acquainted with the fact. And if, in the contracting of those debts, it happens that there is anything which will not very well bear the light; if there are parts of their conduct which they would wish to conceal, particularly as regards men in a high commercial position, it is little wonder they should dislike to be put in the witness-box of the Court of Bankruptcy. Such people say, why should not debtors and creditors be allowed to arrange their affairs privately? This very case shows how desirable it is that not only the conduct of the bankrupt, but of those who dealt with him, should be publicly and fully investigated, should be probed to the very bottom. We have had before us a merchant in the first position, one of the most eminent in the city. There are a great many things, no doubt, which have taken place between him and the bankrupts that he would rather not be made public, and no doubt but Mr. Chapman would say, the sooner publicity in such matters was done away with the better. After a very long career, a long administration of the bankruptcy law, I must be permitted to express a hope that publicity will continue, and that hole-and-corner proceedings may not be resorted to. The proceedings being under the public eye has a most beneficial result, not only as regards debtors, but creditors. Having made these prefatory remarks, let me now state the case of these bankrupts. His Honour then alluded to the report of the official assignee, drawn up by Mr. Hart, having previously passed upon Mr. Hart a well-merited eulogium as an able, faithful, diligent, and honourable man. The bankrupts (the Commissioner proceeded to say) are both extremely well connected, who must have deeply felt the ignominious punishment which they had suffered, but which was light as compared with the state of the law twenty years ago. One of the charges made against the bankrupts was that of concealing property, and this charge, if proved, would then have placed their lives in extreme jeopardy. The bankrupts had been in trade originally under the style of Sargant, Gordon, & Co. They failed, and paid a composition, which I must call disreputable; for they paid different amounts of composition, 2*s.* or 2*s.* 6*d.*, as the case might be. They were again soon in business, and it really must excite astonishment to see the amount with which such men, under such circumstances, were intrusted—it was scarcely to be believed. They had but little capital—a few thousand pounds, £5000 at the outside—and yet these men, just fresh from insolvency, these adventurers, rushed into trade, and went forward at the rate of £100,000 or £200,000, and during the last year and a half of their trading turning over a million and a half of money. How is it possible that such persons could get such an amount of credit under such circumstances? This case is illustrative of the evil, of the great mischief which has resulted from that outrageous system of over-trading, without any capital behind to warrant it. Here were men with £5000 capital dealing in the way Mr. Hart will state with Mr. Webb alone.

Mr. *Hart.*—In 1849, £82,000; in 1850, £295,000; in 1851, £500,000; in 1852, £598,000; half of the year 1853, £492,000.

The COMMISSIONER proceeded: The latter part of their dealings with Webb being at the rate of nearly £1,000,000 per year, and this, too, after their having failed in a disreputable way a few years before; for I call it disreputable where a debtor pays to creditors various rates of composition, 2*s.* or 2*s.* 6*d.*, more or less, according to their good nature or their cupidity. It is impossible to separate the case of Cole from that of these bankrupts, and I must therefore have regard to it. He is just in the same position. He was a member of the firm of Johnson, Cole, & Co., who failed in the same year as Sargant & Gordon failed in. Cole, like Sargant, Gordon, & Co., failed disreputably. He acknowledged he only paid his creditors a small dividend. He gave his creditors something, he said. Cole dealt in hundreds of thousands. One might ask, how this came to pass? Cole said, "In a few months I made £120,000. I was very lucky." His former failure did not seem to affect his position, for Cole said he could afford to make Chapman a present of £3000, by supplying him with spelter at £15 per ton, for which in the market he would have had to pay £20 or £25 per ton. Cole had no capital—not a single farthing—he was an adventurer. What was this—an adventurer fresh from insolvency going into trade—but staking counters against the ready money of other people? But what surprises one most is, that such persons should get credit, not from heedless, thoughtless people, but should be assisted in a second adventure by such a house as that of Messrs. Overend, Gurney, & Co. Messrs. Overend & Co. were creditors of Sargant, Gordon, & Co.; but Mr. Chapman said they did not care about the debt. They scratched it out of their books; they got rid of it; and they went on making advances to an enormous amount to Davidson & Gordon, and to Cole, and by so doing gave them a false and fictitious credit with others. It was, however, absolutely necessary for persons in the position of Davidson & Gordon, and Cole, to get credit, in order to keep them going; and they did it by having bills discounted, and by raising money upon

any securities they could get hold of. They raised it mainly by means of those warrants which had excited so much interest in the commercial world. By means of those warrants thousands upon thousands were raised. In the city they were treated as being transferable like a bank note. The house of Overend & Co. took from Cole, and Davidson & Gordon, £220,000 worth of those warrants (nominal worth).

Mr. *Linklater*.—£370,000.

The COMMISSIONER.—From a desire not to overstate, it seems I have understated. Well, what are these warrants? Bits of paper with a flourishing heading "Hagan's Sufferance Wharf, Dockhead." Who Hagan is I know not. The learned COMMISSIONER then recited the words of one of those warrants, which have often been published. They were transferable by indorsement upon the payment of wharf charges, &c. The person who represented Hagan's Sufferance Wharf was one Maltby. Maltby was Cole's tool and creature, and was placed there to cheat anybody who came in his way. Upon a warrant like this, upon a mere piece of paper, without making inquiries at the wharf to ascertain whether any such goods were there or not, people accepted those warrants, which passed as current in the city of London as bank notes, to the amount of no less a sum than £370,000. Surely, one would think the first inquiry ought to be, are these warrants any security at all—are they safe? It was plain that, even if Cole's plan of raising money on them was lawful, the warrants were worthless. Cole said he took a legal opinion, and found they were mere waste paper—that as he (Cole) had deposited the goods at the wharf, he had a right to withdraw them, though indorsed by the most respectable firm in London. Next came the question, what was to be done with the wharfinger? Surely the wharfinger must be responsible. But the wharfinger was told that Mr. Cole's law was correct, and that he was justified in allowing Cole to remove the property; and such proceedings went forward year after year for three or four years. Ought not, then, the merchants of the City of London to have been made aware of it? Could they have been made aware of it? Of course, those who held the warrants could, by the simplest of all means, by seeing whether the goods which the warrants purported to represent were or were not at the wharf. Cole, and Davidson & Gordon, were acting in concert throughout; at least as long as they could. Davidson & Gordon entered into that most imprudent speculation, the distillery, with Webb. They were soon pressed by difficulties on all sides. They contrived to draw from their bankers all they could on the security of those bits of waste paper. At length the bankers, Messrs. Barnett & Hoare, resolved to lend no more, and Messrs. Davidson & Gordon resolved to depart from this country, fearing, as they said, an Excise "extent" upon the distillery for £7000 or £8000. Their funds at Messrs. Barnett & Hoare's were attached. They resolved then to go away, to commit an offence which, when I first was acquainted with the law of bankruptcy, would have placed their very lives in jeopardy. They helped themselves to their property; they left a part of it with their attorney for the purpose of taking care of the mother of one of the bankrupts, and they took away the rest of the cash, £1500, in three Bank of England notes of £500 each. When they went abroad they were followed and pursued in every direction by the assignees and by Mr. Beard, of Manchester, one of their creditors. They assumed various disguises and different names; and at last, the colonial law not being able to deal with them, they, according to the statement of Davidson's counsel, volunteered to come back; and as soon as they came into England they were arrested. The Court, notwithstanding, was asked to certify that they (the bankrupts) had in all things conformed to the law of bankruptcy. Five objections were made to this application for certificate. First, that they had failed to do that which it was the first duty of a bankrupt to do—to surrender to their adjudication. This had been one of the first obligations which a bankrupt was bound to discharge ever since the very beginning of the bankruptcy law, on obtaining protection from arrest, and to give his creditors all the assistance in his power towards realising the remains of his estate. These men did not surrender until a long time afterwards. The reason they gave for not surrendering to their bankruptcy was, that criminal proceedings were taken against them, and that perhaps they might be advised that by surrendering they could not so easily make a defence to the charge. They were soon ordered by this Court to be indicted. They were first indicted for not surrendering under their adjudication, under the 251st section of the Consolidation Act. Seven or eight objections were made by their counsel, which were very ingenious, but only one was held to be of any weight. His Honour then went on to say—what has been often stated in relation to this case—that, upon appeal, seven of the judges were in favour, and four against this objection, which was entirely technical, and had no reference whatever to the merits of the case, and, consequently, the first indictment was quashed. He mentioned this for the purpose of stating that he did not think there was anything in the objections made by Gordon's advocate, that the bankrupts, having been tried and acquitted, ought not to be tried any more, but ought to be absolved from their offence and all penalties should be at an end. Such an objection proceeded from a totally erroneous view of the subject. This was not a criminal proceeding. It was urged as if the bankrupt, by asking for his certificate, made it a criminal proceeding. To plead previously acquitted, and to come before a court of commerce under such circumstances, were totally different things. If, indeed, the acquittal had been a real and bonâ fide acquittal, it would have been another matter, and I should (said the learned Commissioner) take upon myself to say, however doubtful the propriety of such a course might be, that these men should not be twice put in jeopardy for the same offence. Mr. Lewis said, taking a term from the Ecclesiastical Court, that the assignees had, by assenting to the bankrupts' surrender, condoned the offence. But I never heard of the assignees' consent purging an offence; that would be quite a new law. Very likely the assignees could not so well get in the estate without the assistance of the bankrupts; but was this to be held a condonation—was this to get rid of the offence against the law of bankruptcy? I should say, certainly not. The next point is, that they took away with them the property of their creditors. The learned Commissioner then went on to explain the reason and manner of their acquittal upon this charge, which took place wholly upon technical grounds. The misconduct of bankrupts who take away their property in such a manner is surely a fit subject for inquiry, when the bankrupts ask for their certificates. Now, is not the taking away of that £1500, and the payment to their solicitor before they went away, a concealment of their property? Yes, just as much as if they had put the whole into their pockets. Is not a debtor who goes abroad, putting three £500 Bank of England notes into his pocket, guilty of concealment—guilty of concealment, too, with intent to take away the assets of his creditors? Why, the bankrupts abstract the money, and the creditors cannot get the benefit of it. The 5th clause of the 256th section is clear upon the point. The bankrupts were also indicted under the 253rd section of the Bankrupt Law Consolidation Act, for having, within three months of their bankruptcy, obtained goods under false pretences. That was a misdemeanour, of which these men were found guilty, and were subjected to a severe and ignominious punishment. He would not lay any stress upon that part of their conduct, for which they had been already punished. Blackstone lays it down that the effect of a pardon, as to which it is held, that undergoing the whole sentence of punishment is equivalent, is "to make the offender a new man, to acquit him of all corporal penalties and forfeitures annexed to that offence for which he obtains his pardon, and not so much to restore his former as to give him a new credit and capacity." The learned Commissioner then referred to, but did not quote, the words of Mr. Justice Coleridge on the trial of Davidson & Gordon. The Commissioner also denounced the practice of bankrupts, when insolvent and on the brink of bankruptcy, obtaining goods from creditors, and said, that he had again and again refused certificates on that ground. The Commissioner then proceeded to observe upon the bankrupts having obtained goods from Messrs. Freeman & Copper Company of Bristol; and the evidence of Mr. Vaughan, than whom he never saw in the witness box a fairer, more honest, or more impartial witness, and one who, notwithstanding his great losses by the bankrupt, was more inclined to favour them, clearly showed that their conduct had been most improper, most wicked. The bankrupts acted as the agents of Messrs. Freeman & Copper Company of Bristol, of which firm Mr. Vaughan was the managing partner. Mr. Vaughan, so far from having been actuated by any feelings of revenge, said all he could conscientiously say in favour of the bankrupts. He said that the bankrupts had acted as his agents in London for the sale of copper for ten years. At the invitation of the bankrupts he came up to London, when he heard that his copper had been misappropriated, and that large quantities, which had been reported by the bankrupts to his firm as sold to other persons, had been sold to the bankrupts by themselves. They told Mr. Vaughan, who was not inclined to press harshly upon them, that they were making £20,000 a year by the distillery. Mr. Vaughan said, he felt kindly towards them;

he did not want or wish to press them; and he took as security that which turned out to be worthless, and he lost £9000. Now, this was something very like a felony, but Mr. Vaughan kindly forgave them. Mr. Vaughan had forgiven them this transaction; yet after that, on February 16, 1854, they went to his firm; they asked for and obtained a loan of £1900 on those worthless bits of paper; they gave him in exchange warrants for 100 tons of spelter, with nothing to represent them. There was turpitude and baseness in this offence of using a man so ill by whom they had been so kindly treated. I will now proceed to that part of the case which has excited the most interest in the public mind—I mean the mode of passing those fictitious warrants. This has excited all the greater interest because a member of the first money-house in London has been so much mixed up with it. I could very much wish to be spared pronouncing any opinion upon the conduct of Mr. Chapman. The learned Commissioner then explained the disadvantageous position under which Mr. Chapman stood before the Court, his counsel not being allowed to cross-examine witnesses, or speak in his defence.

Mr. *Linklater* explained that he had done no more than he conceived to be his duty.

The COMMISSIONER quite admitted that, and had not meant to imply one word of censure upon Mr. Linklater, but repeated that Mr. Chapman, owing to his having been summoned only as a witness in bankruptcy, had not an opportunity of explaining or cross-examining. Mr. Linklater had well, faithfully, and ably discharged his duty. No one doubted that. But still it must be conceded that Mr. Chapman, without the benefit of counsel being able to speak on his behalf on cross-examination, was placed in a most difficult position, and was subjected to an examination so severe as almost to deprive him of his self-possession. Mr. Lewis (Gordon's advocate) admitted that if Gordon had stated what Mr. Chapman said he had stated on the 17th of October, Gordon was a spoliator and a robber, and that he would not stultify himself by asking for a certificate from that Court for a man whom the Court could believe was guilty of such conduct. After commenting at some length upon this part of the case, the learned Commissioner said, he was of opinion that Mr. Chapman had spoken the truth, for his evidence was corroborated not only by Mr. Bois, the clerk of Messrs. Overend & Co., a respectable man, but also by the whole facts and circumstances of the case itself. If it were true that Gordon said to Chapman on October 17, 1853, "The warrants are right, but I have shipped the copper;" that is to say, the warrants are all right, but I have "walked off with the copper;" why, then, there was surely evident culpability on the part of Gordon. Mr. Chapman said, this expression on the part of Gordon came upon him by surprise—that he was "shocked on hearing his statement," and that he "never would breathe the same air with him again." And I must say there was very remarkable conduct on the part of Mr. Chapman, who concealed, up to the moment he came into the witness box, the second interview with Gordon, in October, 1853. This conversation Mr. Chapman had not revealed during seven previous examinations, I think.

Mr. *Lewis*.—During eight before that time.

The COMMISSIONER.—Seven, or eight, or nine, not one word was said before about that interview with Gordon. Mr. Chapman, on being asked about it, said the reason why he had not disclosed it was, that he had never been asked about it before. Mr. Chapman was undoubtedly a very bad witness; but still this was hardly a satisfactory answer. Had I nothing more to rely upon than the evidence of Mr. Chapman I would have rejected it; but the evidence of Mr. Bois, a respectable man, and indeed the whole circumstances of the case, go to corroborate it. No doubt Mr. Bois, when examined on the 7th of December, had not stated the facts which he subsequently disclosed; but it was not improbable that his memory might have been refreshed since the former examination, and that new facts might, by exercising his memory, have been brought within his cognisance. There were these circumstances to be taken into consideration, that between those occurrences and the examination under bankruptcy of Mr. Bois fifteen years had elapsed, and, so far as the Court knew, Mr. Bois was a respectable man. The real question, however, is, had the bankrupts a guilty knowledge concerning those dock warrants? Gordon might seem in this business to have been the principal agent, but in the affair with Mr. Vaughan, Davidson was the chief spokesman. Could it be doubted, after the transaction with Mr. Edwards in July, 1851 (Mr. Edwards, having received those warrants, and a "stop" having been put upon them, threatened to bring Messrs. Davidson & Gordon to the Mansion-house; and this claim having, through that threat, been amicably arranged)—after Mr. Stovell's examination, Messrs. Stovell having lost £8000 by the bankrupts upon these worthless warrants—having, in point of fact, been ruined through them—could it be believed, after all this, that the bankrupts did not well know the nature of those warrants? They borrowed money as long as they could obtain it from Messrs. Barnett, Hoare, & Co., the bankers, upon those bits of waste paper. Could any jury believe the bankrupts had not a guilty knowledge of the nature of those warrants? I feel convinced that they had. As I have stated, had Mr. Chapman's evidence stood alone, I would have rejected it, because I consider him as an accomplice after the fact; but, confirmed as it is by the evidence of Mr. Bois, and by all the facts and circumstances of the case, there is not a shadow or particle of doubt left in my mind as to the guilty knowledge of the bankrupt Gordon as to these warrants. The learned Commissioner then went into Mr. Chapman's evidence at considerable length, and condemned as the "nastiest part of the whole transaction," his having employed his tool and creature Cole to buy spelter for him at £15 per ton, which he could not have had at less than £20 or £25 per ton had he gone into the market, in order to conceal from the purchasers of those spurious spelter warrants that the warrants were in reality spurious, and that there were no goods to represent them. By this means they got out of Cole £4000, carrying to an extreme the principle which Cole avowed to be that which he acted upon, "take care of number one." How could Mr. Chapman have concealed those matters so long, of passing the warrants, knowing them to have been forged? I admit Mr. Chapman stands entirely acquitted; but Mr. Chapman was an accessory after the fact, and, as such, might be indicted. When Mr. Chapman had found that Cole had wronged him, he ought to have taken up Cole at once; but, instead, Mr. Chapman thought to get out of it the best way he could, and he kept his own secret. Gordon said, that, in the interview of Oct. 13, 1853, Mr. Chapman said, and it was not denied, "Let us keep this matter between ourselves." But why should he have kept it a secret? Why did he not say, you have robbed me of goods worth £60,000, or £70,000, and act accordingly? But it seems that Mr. Chapman only thought of reducing the amount of his loss; but at what price? Why, by doing that which has placed a blot upon his escutcheon, which time cannot obliterate. What, one of the first merchants of the City of London hearing of fraud and robbery keeping it to himself, not disclosing it to any living soul, only regarding his own pocket! By so doing Mr. Chapman made himself an accessory after the fact to this most gross and wicked fraud. The learned Commissioner, after adverting to the other circumstances of the case, said he was surprised at the application for a certificate that the bankrupts had conformed to the law and practice of bankruptcy. Could anyone think, who had listened to this case, that any English court of justice could certify to so monstrous an untruth? He could not believe it possible. The judgment of the Court was, that the certificate be refused, but in conformity with the decision in the case of "Holthouse," decided by the Lords Justices, he was willing to give protection if the assignees assented thereto, thinking that the ignominy and severity of the punishment which the bankrupts had already endured was sufficient, together with their prevention from re-entering trade. He would regret if the misery and wretchedness of the bankrupts were to be prolonged by actual imprisonment, or the fear of it, which was still worse.

Mr. *Linklater* said, he was quite willing that the bankrupts should receive protection, and had, indeed, in unison with the wishes of the trade assignees, intended to ask the Court to accord protection.

The COMMISSIONER, after complimenting Mr. Linklater upon the able and efficient manner in which he had discharged the duties imposed upon him, and saying that the whole commercial community was very much indebted to the assignees and their representative, decided upon making an order such as that made by the Lords Justices in the case of "Ex parte Holthouse," viz. that the certificate should be wholly refused, but that, the assignees consenting, protection would be granted until further orders.

Recent Decisions in Chancery.

MORTGAGE—SOLICITOR—NOTICE—NEGLIGENCE.

Espin v. *Pemberton*, 7 W. R. 123.

In this case a solicitor, who had taken an equitable mortgage and deposit of title-deeds on his own behalf, has been post-

poned to a subsequent legal mortgagee, who had inquired for the deeds, but accepted excuses for the non-production of them. The law upon this subject is neither novel nor obscure, and yet the occurrence of such a case leads one to suppose that the insecurity of equitable mortgages is not sufficiently regarded by practitioners. In general the Court will require a strong case of negligence to induce it to interfere with one who has the legal estate. The mere fact that a legal mortgagee has not obtained the title-deeds is not enough, and yet that is all that the prior equitable mortgagee, who holds the deeds, can rely on being able to prove against him. The equitable mortgagee might, if he pleased, have himself obtained the legal estate, and, having omitted to do this, he must take the chance of a suit to fix the subsequent legal mortgagee with actual or constructive notice. The case before us shows that such attempts are very apt to fail. It is also interesting on another ground: The mortgagor, as well as the equitable mortgagee, was a solicitor, and the legal mortgagee was articled clerk to the mortgagor, and consulted no other solicitor. A question thus arose, similar to that in *Hewitt* v. *Loosemore* (9 Hare, 449), viz. whether the mortgagor was to be considered as solicitor for the second mortgagee, and, if so, whether the second mortgagee was to be treated as having constructive notice of the first mortgage. The two cases are remarkably alike in their circumstances; and *Kindersley*, V. C., has followed the decision of the present Lord Justice *Turner* in the former case. Both judgments, therefore, present the same feature: A principle is admitted, but the consequence of it is denied, although it would seem that the authorities, or some of them, which establish the principle, also extend to support the consequence.

One of the cases in which this question arose was the well-known one of *Kennedy* v. *Green* (3 M. & K. 699). In that case a solicitor had fraudulently obtained from a client an assignment to himself of a mortgage of leasehold property. He then created a mortgage on the premises, to secure money advanced to him by a person who employed no other solicitor in the transaction. It was held by Sir *John Leach*, M. R., that the author of the fraud must be considered as the solicitor of the mortgagee; and, therefore, that the mortgagee had constructive notice of the fraud. On appeal, Lord *Brougham*, C., admitted the general principle that the knowledge of the solicitor is the knowledge of the client, but he thought the case before him demanded some qualification of it. The author of this fraud certainly would not have made it known to his constructive client, the mortgagee, but on the contrary would have anxiously concealed it from him, and therefore knowledge of the fraud could not be imputed to the client. But still the author of the fraud must be considered as the solicitor of the mortgagee, and his Lordship held that whatever knowledge a solicitor acting independently for the mortgagee, and using ordinary vigilance, would have acquired, that degree of knowledge ought to be imputed to the mortgagee. Now, the outward appearance of the deed of assignment which had been fraudulently obtained was such, that it would have excited a solicitor's suspicion, and put him upon inquiry, which would have led to the discovery of the fraud. The mortgagee, therefore, was held to have constructive notice of that fraud, which a solicitor acting for him would have detected; and on this ground the decree of Sir *John Leach*, setting aside the fraudulent assignment of the mortgage, was affirmed.

In *Hewitt* v. *Loosemore* (9 Hare 449), the bill was brought by the equitable mortgagee by deposit of a lease against a subsequent assignee of the lease by way of mortgage. The mortgagor was a solicitor. Two points were argued in the case: First, that the mortgagor must be taken to have acted as the solicitor of the defendant in the transaction of his mortgage, and that the defendant therefore had notice, through him, of the lease having been deposited with the plaintiff; and secondly, that the defendant having taken the legal mortgage without the lease, or any sufficient inquiry respecting it, the plaintiff's equitable title by deposit ought to prevail against the defendant's legal interest—the non-delivery of the lease to the defendant, and the absence of persevering inquiry respecting it, constituting a sufficient case of constructive notice. Upon the first point, *Turner*, V. C., said, "I think that where a mortgagor is himself a solicitor, and prepares the mortgage deed, the mortgagee employing no other solicitor, the mortgagor must be considered as the agent or solicitor of the mortgagee in the transaction of the mortgage. The mortgagee in such cases trusts the mortgagor to discharge those duties which his own solicitor would discharge, if he thought proper to employ one; and it can make no difference that the mortgagor is not paid by the mortgagee—the very nature of the transaction being that all the expenses are borne by the mortgagor. I am of opinion, therefore, that the mortgagor must be considered to have been the agent and solicitor of the defendant in the transaction of his mortgage; but I do not think that the defendant is therefore to be considered to have had notice of the plaintiff's deposit. Such notice would be constructive merely, and constructive notice is knowledge which the Court imputes to a party, on a presumption, so strong that it cannot be allowed to be rebutted, that the knowledge must have been communicated; and I cannot act upon such a presumption in the face of the evidence which the plaintiff has himself adduced." Upon the second point, Sir *G. Turner* stated the law thus:—"A legal mortgagee is not to be postponed to a prior equitable one, on the ground of his not having got the title deeds, unless there be fraud, or gross and wilful negligence, on his part. The Court will not impute fraud or gross and wilful negligence to the mortgagee if he has bonâ fide inquired for the deeds, and a reasonable excuse has been given for the non-delivery of them; but the Court will impute fraud or gross and wilful negligence to the mortgagee if he omits all inquiry as to the deeds. When this Court is called upon to postpone a legal mortgagee, its powers are invoked to take away a legal right, and I can see no ground which can justify it in doing so except fraud, or gross and wilful negligence, which, in the eye of this Court, amounts to fraud; and I think that, in transactions of sale and mortgage of estates, if there be no inquiry as to the title-deeds, the Court is justified in assuming that the purchaser or mortgagee has abstained from making the inquiry from a suspicion that his title would be affected if it were made, and is therefore bound to impute to him the knowledge which the inquiry, if made, would have imparted. But I think that where bonâ fide inquiry is made, and a reasonable excuse given, there is no ground for imputing the suspicion, or the notice which is consequent upon it."

In the above case, the legal mortgagee was a farmer, and brother to the mortgagor. When the assignment was handed to him, he asked whether he ought not also to have the lease, and his brother told him that he was busy and would look for it at another time. No further inquiry appears to have been made for it. The report does not state how much time elapsed before the fraud came to light, but it appears that the mortgagor became bankrupt about ten or twelve years after the second mortgage. In the present case, the legal mortgagee was articled clerk to the mortgagor, and resided in the same house with him. He asked many times for the deeds, and was told that they had been mislaid. The time which elapsed between the execution of the mortgage and the discovery of the deposit of the deeds was only two months. *Kindersley*, V. C., followed *Hewitt* v. *Loosemore* in holding that the mortgagor must be considered to have acted as solicitor for the legal mortgagee, but he said that, had it not been for that case, he very much doubted whether he should have so decided. He also followed and fully concurred with Sir G. *Turner* in refusing to add to the constructive solicitorship the additional ingredient of constructive notice. Upon the question of negligence, he thought there had not been such a degree of it as laid the legal mortgagee open to the imputation by the Court of fraud, and therefore the bill seeking to postpone him was dismissed. The decision upon this point appears to be fully supported by *Plumb* v. *Fluitt* (2 Anst. 432), and many later cases, and holders of equitable mortgages will do well to consider it in all its bearings.

Neither of these cases was, like *Kennedy* v. *Green*, a contest between two equally meritorious parties. The equitable mortgagee might, if he pleased, have insisted upon a legal mortgage, and was fairly chargeable with the consequences of his omission. But it would be unreasonable to blame either the farmer or the articled clerk for being put off by the excuses of the solicitor. Still one may approve the result without feeling altogether satisfied with the reasoning. If the constructive solicitorship be admitted, it is not easy to see how the constructive notice can be denied. We are to consider what a solicitor acting for the legal mortgagee would have done. Clearly he would have asked to see the deeds, and would not have allowed his client to advance any money until they were produced, and thus the equitable mortgage would have come to light. This is no extraordinary caution, which the cases say is not to be demanded, but the every-day course of business. Whatever an independent solicitor would have discovered, the knowledge of it is to be imputed to the mortgagee who employed the mortgagor to act for him. That is the principle of *Kennedy* v. *Green*, a case which seems to be approved by Sir *G. Turner*, since he speaks of "the well-founded and wholesome limitation upon the doctrine of constructive notice" established by it, and which at any rate he would not, as Vice-Chancellor, have ventured to overrule. But surely that principle ought either to be ac-

cepted or rejected in its entirety. In *Hewitt* v. *Loosemore*, an attempt was made to steer a middle course. Sir *G. Turner* declined to fix the mortgagee with constructive notice. Such notice, he said, is knowledge which the Court imputes to a party on a presumption that it must have been communicated, and he refused to act upon such a presumption in the face of evidence to the contrary. In just the same way, in *Kennedy* v. *Green*, the presumption, if it is to be so called, that the mortgagee knew of the fraud, might have been got rid of by reference to the undoubted fact that he did not know of it. To talk of a presumption in these cases does not tend to produce clearness of ideas, and it is strange that a distinguished judge should found an argument upon the ordinary meaning of a word which is evidently used in an artificial sense. That he should have done so proves at least that the Court is disinclined—and with good reason—to extend further than it can help the doctrine of constructive notice. This subject was thoroughly discussed by Sir *J. Wigram*, in *Jones* v. *Smith* (1 Hare, 43), and we do not find that he employs the word "presumption" in his instructive judgment. If a mortgagee has notice of a prior charge created by a deed which discloses other charges, and omits to examine this deed, he is nevertheless affected with notice of those charges, or, if that is to be the word, he is "presumed" to know of them, although he remained in ignorance. This is one of the examples commonly given of constructive notice, and it certainly seems to show that the law does not use that term in the sense assumed by Sir *G. Turner*.

Settlement in Fraud of Creditors void under 13 Eliz. c. 5.

Neale v. *Day*, 7 W. R. 45.

The statute 13 Eliz. c. 5, avoids fraudulent gifts and grants of lands and tenements, goods and chattels, made with intent to defeat or delay creditors. It is not necessary to prove that there has been what, in popular language, would be called fraud. If a settlement of property upon wife or children is made by a man who is at the time insolvent, such settlement is void under the statute as tending to delay creditors. A person may, although indebted at the time, withdraw some portion of his property, provided there remains enough for the satisfaction of his creditors. But if there does not remain sufficient to pay the creditors, the settlement cannot stand. This principle was laid down by Lord *Cranworth*, C., in *French* v. *French* (6 D. M. & G. 95; 4 W. R. 139), and it is precisely applicable to the present case. There are, however, important distinctions established by the cases as to what kinds of property, and what transactions, are or are not within the statute.

Thus, in *Barrack* v. *M'Culloch* (3 K. & J. 110; 5 W. R. 38), bank notes were handed over by the debtor to a stock-broker, in order to purchase stock in the names of trustees for the debtor's children. It was argued that, inasmuch as the settlement was not of the property of the debtor himself, but only of property purchased by him, it could not have been taken in execution, and it has been decided, that where property which cannot be taken in execution is made the subject of a settlement, such settlement does not come within the statute. It is not an assignment of property with the intent to delay creditors, inasmuch as creditors never could have had execution or satisfaction out of such property. This argument seemed to be admitted by *Wood*, V. C. But since the statute 1 & 2 Vict. c. 110, bank notes may be taken in execution; and, therefore, when the debtor handed over the notes he did an act which was plainly avoided by the statute of Elizabeth as tending to defeat creditors.

Again, it has been held, that a purchase of land in the name of a child was not within the statute, because the purchaser might have given the money to the child, and the child might have made the purchase; and, unless the purchase itself was substantially affected with fraud, the mere fact that the money of the debtor was laid out in the purchase of land for the benefit of a child, would not be a reason for bringing such purchase within the statute. This doctrine is laid down by Lord *St. Leonards* (V. & P., 11th ed., p. 917); but in the last edition (the 13th, page 581), he has qualified it. In the earlier editions he seems not to have taken into account the operation of the 1 & 2 Vict. c. 110. It was true before that Act that money might be given to a child; but it is not true now that either cash or bank notes could be given to a child by a person heavily indebted, without falling within the provisions of the statute of Elizabeth. In the same way, bonds or the like, which formerly could not have been taken in execution, but are now capable of being so taken, would seem to be within the statute. A person largely indebted could not now pass over to a child either money or bank notes for the purpose of making a purchase, or, if he did, his creditors might follow the money or notes so handed over into the land or stock, or whatever else had been purchased with them.

In *French* v. *French*, a trader, being in insolvent circumstances, agreed to sell his business and stock in trade in consideration of a money payment, and that the purchaser should, during the joint lives of the trader and his wife, pay an annuity to the former, and should also pay a contingent annuity to the wife if she survived her husband. The trader having died, and a creditor's suit having been instituted for the administration of his assets, it was held that the annuity to the wife formed part of them.

In the case before us, Day, a solicitor, sold his business and assigned the goodwill, book debts, fixtures, and office furniture, in consideration of a sum of cash, and of an annuity secured by bond to a trustee. The annuity was payable to Day's wife for life, for her separate use, and after her death to Day for life. It was declared that the trustee held this annuity in trust for the plaintiff, and other creditors of Day. It does not distinctly appear from the report whether Day was insolvent, but it may be assumed that his circumstances were such as to bring the transaction within the principle of *French* v. *French*, on which case *Wood*, V. C., founded his decision. One point in the case was left in some obscurity. It was argued, that the goodwill of a solicitor's business, which was part of the consideration for this annuity, was distinct from the goodwill of a trade, and could not be made available for creditors, and therefore a sale of it was not within the statute. No doubt there is a distinction between the goodwill of a solicitor's business and that of a trade, and this has been pointed out by the Lord Chancellor in *Austen* v. *Boys* (6 W. R. 729); but for our present purpose the distinction is not material. The goodwill even of a trade is not "goods and chattels," liable to be taken in execution, and therefore the statute does not affect a disposition of it, just as before the 1 & 2 Vict. c. 110, it did not affect a gift of stock or money. Sir *W. P. Wood* escaped the difficulty by saying that, in *French* v. *French*, "the goodwill was introduced in the assignment as well as the chattels," and it was impossible to distinguish the cases. In the former case the business transferred was that of a watchmaker. The agreement for the transfer is very fully set forth in the report (6 D. M. & G. 95), but no stipulation appears as to the goodwill. It is indeed stated, in another place, that the negotiation extended to the goodwill, and that the debtor and his wife were in some way restrained from carrying on business. Lord *Cranworth*, C., intimated an opinion that this restriction was not binding, and does not otherwise refer to the goodwill, so that the point—whatever be its importance—does not seem to be disposed of by his judgment. The truth is, that this subject of goodwill is one that has arisen in comparatively modern times, and the law has scarcely yet made up its mind about it. Although neither goods nor chattels, it is often a very valuable item of property, and questions respecting it are likely every year to occupy a larger share of the attention of the Courts.

Great difficulty arises in reconciling these recent cases with the older decisions at law founded on a strict construction of the statutes. The subject cannot be pursued further here; but it may be observed, that the judgment in *French* v. *French* does not seem altogether satisfactory to Sir *W. P. Wood*. It must, however, be regarded as embodying the present doctrine of the Court.

Cases at Common Law specially interesting to Attorneys.

Inspection by Individual Shareholders of Books of the Company to which they belong.

Reg. v. *Secretary of the Marquis and New Grenada Mining Company*, 7 W. R., Q. B., 98.

This case establishes an important principle in the law of joint stock companies, established under 7 & 8 Vict. c. 110, with reference to the right of a shareholder to inspect the books of the company of which he is a member. By the 33rd sect. of that Act, the books in which "the proceedings of the company" are recorded were directed to be at all reasonable times open to the inspection of any shareholder, subject to the provisions of its deed of settlement or bye-laws. And in the case under discussion, it was contended, on behalf of a certain shareholder who had applied for a mandamus to allow him to inspect the book containing the proceedings of the directors of the

company in which he held shares, that the clause above referred to gave him (there being nothing to the contrary contained in the deed of settlement or bye-laws of the company in question) a right to inspect not merely the book containing minutes of the company's general proceedings, but also all books, including that which contained an account of what took place at the private meetings of the directors. The answer of the Court of Queen's Bench to this application is worthy of observation as indicative of the view taken by that Court of the relative position of the directors and the individual shareholders of a company; and it will be seen that, according to this view, the shareholder, by expressly or impliedly concurring in the election of the directors—and thus acquiescing in the theory of representation as applied to his interest in the concern to which he belongs, or into which he has purchased—loses all right to interfere in the transactions of the partnership unless in the manner, and under the circumstances, pointed out by the statute, or (if the partnership be not a registered joint stock company) by the deed of settlement under which it is regulated; that is, as the general rule, only at the periodical or special meetings of the shareholders collectively. "It is highly proper," observed the Court, "that an inspection of the books containing the proceedings of the directors should be obtained on special occasions and for special purposes, but the business of large companies could hardly be conducted if anyone, by buying a share, might entitle himself at all times to gain a knowledge of every commercial transaction in which the directors engage, the moment that an entry of it is made in their books." And again, "We entirely concur in the importance of narrowly watching all the proceedings of the directors of joint stock companies, and of affording the means of detecting any misconduct of which they may be guilty; but the almost daily and hourly inspection and publication of these proceedings would be tantamount to admitting the presence of strangers at all their meetings, and would probably ere long be found very prejudicial to the shareholders." In the good sense of these observations of Lord Campbell we entirely agree; and it was probably on the same ground of general expediency that the Legislature, in the Joint Stock Company Act of 1856, did not re-enact the provision above quoted from the statute of 1844, but substituted a provision, under which, on the application of one-fifth in number and value of the shareholders, inspectors may be appointed by the Board of Trade to examine into and report on its affairs, and to whom *all* the books and documents of the company must be produced.

It does not appear from the report of the case under discussion, how it was that the company in question remained subject to the provision of the repealed statute of 1844, and yet this fact is admitted in the judgment itself, which treats the 7 & 8 Vict. c. 110, s. 33, as being, for the purposes of the application for a mandamus to allow inspection then before the Court, in full force. It is apprehended, however, that the company, being for the working of mines *in foreign parts*, was not held to require registration under 19 & 20 Vict. c. 47, s. 2, or under the 20 & 21 Vict. c. 14, s. 3, as one "having for its object the procurement of gain to the partnership," although Mr. Wordsworth, in his recent work, remarks with reference to this last statute, that he conceives the definition of companies within the Act, as by it enlarged, would extend to the case of a company formed in this country for a foreign object, for instance, the making of a railway in Austria, or the working of mines in the Brazils. Another explanation may be, that the company in question consisted of fewer than twenty shareholders; and it is with reference to such partnerships that the observations of the Queen's Bench are especially important, as they would seem to be fatal to an application on behalf of an individual partner (grounded on the common law jurisdiction of the Court, with reference to the writ of mandamus), for inspection of the books containing the proceedings of the directors.

MEASURE OF DAMAGES IN ACTIONS ON CONTRACT.

Davis v. *The London and North Western Railway Company*, 7 W. R., Exch., 105.

The last occasion in which a case, throwing light upon the mode of assessing damages in actions of contract, came under discussion, was that of *Portman* v. *Middleton*,* where the rule laid down by the Court of Exchequer on this subject in *Hadley* v. *Baxendale* (9 Exch. 341) was reconsidered, and, after consideration, approved. According to that rule, such damages only can be given as might reasonably and fairly be considered to have been in the contemplation of both parties on making the contract, as the probable result of its breach; and the question in the case now under discussion was, how far this rule was applicable in assessing the damages recoverable by the plaintiff under the following circumstances. The defendants (as common carriers) were charged in the declaration with not delivering certain goods committed to their carriage by the plaintiff within a reasonable time; and special damage was alleged, viz. loss of opportunity of exhibiting the goods in question for gain, and consequent loss of profit, and also damage and deterioration of the goods. The defendants paid £15 into court. It appeared that the goods, viz. a collection of wax models, had been detained on their road by a *third party*, until a certain sum alleged to be due to such party from the defendants was paid. At the trial the judge intimated his opinion to be that the plaintiff was not entitled to damages in respect of the loss of the profits he would have gained by the exhibition of the collection during the time of detention, but that his claim to damages (beyond the sum paid into court) must be limited by the amount of the sum demanded by the third party from the defendants, inasmuch as by paying that sum the plaintiff could immediately have got his goods. This question, however, was reserved for the consideration of the Court; and it was urged on behalf of the defendants, on the authority chiefly of *Hadley* v. *Baxendale*, that the loss of profits was too remote a one to be included in the damages. For the plaintiff, on the other hand, the case of *Hadley* v. *Baxendale* was sought to be distinguished, on the ground that the damage there claimed, and disallowed, was in respect of profit to be derived out of another thing which could not be profitably used without the article in respect of whose detention the action was brought, whereas, here the damages claimed were the *immediate* result of the plaintiff's being deprived of the goods. The Court held unanimously that the sum demanded by the third party from the defendants did not become the proper measure of the damages by reason of the plaintiff not choosing to pay it in the defendants' default. This doctrine they distinctly repudiated; though they also said that, where an injury is suffered which is rendered greater than it would otherwise be by the conduct of the party injured, it is the province of the jury to judge between the parties, and by their verdict to determine to whom in reality the mischief is to be attributed. Under the circumstances of the case before them, the Court thought that the sum paid in was sufficient, but the loss of profits to be derived from the exhibition of the detained collection was taken by them into consideration in arriving at this decision.

As a detention of the character which actually happened could scarcely have been thought of when the goods were delivered for carriage, the taking the loss of profits into calculation may at first sight seem somewhat at variance with the rule laid down in *Hadley* v. *Baxendale*; but it is apprehended that it is not so, as a detention from some cause or other, and a consequent loss of profit from being unable to exhibit, might very probably have been in the contemplation of the parties.

* Sup. vol. 2, p. 722.

LAW OF REMOVAL OF PAUPERS—9 & 10 VICT. C. 66, S. 1, CONSTRUCTION OF.

Reg. v. *Potterhamworth*, 7 W. R., Q. B., 106.

In the year 1846 the law on the subject of the removal of chargeable paupers to the parish in which they have a settlement, underwent great alteration, and by the statute of 9 & 10 Vict. c. 66, it was amongst other things enacted (s. 1), that thenceforth no person should be removed from any parish in which he shall have resided for five years next before the application for the warrant of removal. There is, however, a proviso added, that time passed *in a prison* (among other contingencies) shall, for all purposes, be excluded in the computation of the five years. And by a subsequent part of the same section that, wherever any person shall have a wife or children having no other settlement than his or her own, such wife and children shall be removable whenever he or she is removable, and not be removable when he or she is irremovable. The true construction of this provision has been determined to be that, though in order to make the pauper irremovable by virtue of it, the five years' previous residence must be continuous and down to the time when the warrant is applied for; yet the time passed in prison, or under the other circumstances referred to in the Act, shall be altogether excluded, so as neither to tell in making up the required five years, nor to operate as a break in the residence, if altogether it has continued for five years. This was so laid down in *Hartfield* v. *Rotherfield* (17 Q. B. 746), where the pauper, during the five years relied upon, had been for a certain space imprisoned in a house of correction out of the parish in which he resided. This case has never been ques-

tioned, and has been further extended by that now under discussion. Here it was objected to the removability of the wife and children of a pauper from a certain parish that he had there resided the five years required by the Act; and that his family, who had no other settlement than his, were consequently—as he was himself—irremovable. And it appeared that the pauper had resided more than the five years required, but that he himself was, at the date of the application for the warrant of removal of his family, under sentence of penal servitude at Millbank, and out of the parish in question. The Court held, that the nature of the sentence under which the pauper was in prison made no difference, provided the prisoner was, in point of fact, in England; but they intimated, that a prisoner who, in pursuance of his sentence of penal servitude, should be transferred to a place beyond seas (as convicts under such sentence may still be by 20 & 21 Vict. c. 3, s. 4) would by leaving England under such circumstances, break the continuity of his five years' residence, and render his family removable. As to this, see *Reg.* v. *Pott Shrigley* (18 L. J., M. C., 33), where a break of residence was held to have occurred, on the pauper's being transferred on board ship in pursuance of a sentence of *transportation*.

Communications, Correspondence, and Extracts.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—In answer to "T.'s" inquiry, contained in your number of last week, I beg to inform him that, according to the established practice, A.'s solicitors have a right, not only to be present, but also to attest. The reason is obvious, the deed being for A.'s benefit, and he being entitled to have the means of proof readily accessible.

A CONSTANT READER.

TRADE PROTECTION SOCIETIES.

(From *The Upper Canada Law Journal.*)

In the business of life there are many objects which can be more satisfactorily and more effectually accomplished by an association of men than by men acting independently of each other. The business of banking, and many others, will occur to the reader as illustrations of this remark. In Canada we are familiar with joint stock companies as applied to almost every trade and calling useful or necessary to the wants and requirements of society.

So well is the principle of association understood, and so widely is it appreciated, that to enlarge upon its benefits would not only be out of place in this journal, but wearisome to the patience of the reader. Let us, however, state that it is now being applied among us in a new form, viz. for the protection of trade.

The business of a trader, whether wholesale or retail, is fraught with risks. He is expected to give credit in endless sums, and to an endless variety of persons; his doing so is a manifestation of confidence in every individual whom he credits. Before placing confidence in the ability of the buyer to pay upon the delivery of the commodity sold or other expiration of the credit, it is only natural for the seller to make inquiries as to the position, character, and circumstances of the proposed purchaser. This he does either by consulting those acquainted with the person and likely to vouch for him, or by searching the records of the country wherein the shortcomings of men in monetary matters are duly recorded. It may be that the trader makes use of both these means. Of the two, the former is necessarily uncertain; and the latter, reliable. The one consists of bare surmises, and the other of recorded facts. It is, however, the interest of every trader to avail himself of these and all other accessible means of information. And more, it is the *duty* of managers of banks and others occupying positions of trust to do so.

Then comes the question, can one individual in such matters do for others, whether few or many, what he may lawfully do for himself? Can a number of merchants associate themselves together, and employ a common agent to give them information without which no prudent man can succeed in business? The maxim of law, "Qui per alium facit per seipsum facere videtur," in this case certainly applies. Whatever a man may himself do he may do by his agent. So the maxim applies whether the agent has one or one thousand principals.

Any one is entitled to search the public records of the province. They are called public records, because every one of the public has a right to inspect them. No officer is permitted to inquire the motives or interest of the applicant. It is the duty of the officer having the custody of the records, upon request, and upon payment of lawful fees where fees are allowable, to permit the records to be examined. A bank may send a clerk to the office of a county court clerk, to inquire not only as to bills of sale, &c., from a particular individual, but as to any number of individuals in whom the bank may be interested. The manager who receives the information from his clerk may communicate it to whom he pleases, because the information is open to all and accessible to all—it is recorded truth made public for the public good. So, it is apprehended, a number of banks, instead of each sending a clerk, may send a common clerk or agent; and the principle is not restricted to banks, but extends to mercantile houses, and, in fact, to all persons sufficiently concerned to make the inquiries.

This is one great step in the course of our investigation. The next is, to decide how far the "common agent" is permitted by law, instead of communicating the results of his inquiries by word of mouth, to do so by written or printed matter—how far, in fact, he is justified in publishing the information of which he is possessed? Here a conflict arises between the feelings of the individual and the good of society, or, in other words, an aggregation of individuals. The law not only respects the character, but to some extent the feelings of an individual. There is assuredly no pleasurable feeling excited in the breast of a man who finds that the fact of his having given a confession of judgment or chattel mortgage is by publication made known to a large circle of persons, if not to all the world. Will the law so far respect his feelings as to check the publication? That is the question.

The publication of every circumstance in the private history of an individual, whether trader or not, however acquired, or however injurious to his feelings, is not a proceeding which the law will countenance merely because it is true. This we admit, and this we desire Trade Protection Societies to understand and to observe. But, notwithstanding, it may be advanced as an axiom, that it is in general lawful to publish any true statement where the publication infers no malice, either actual or constructive, and particularly if done from laudable motives. Certainly, the publication of a statement disclosed on a public register is not a violation of the rights of privacy or the disclosure of anything that ought to be concealed. It might be convenient for a person embarrassed, by concealing the fact of recorded judgments against him and of bills of sale given by him, to obtain more goods on trust. Such an one, without doubt, would pout and fume if his real commercial status were to be made known by publication or otherwise to the persons with whom he proposes to deal, and others with whom he might otherwise deal. This to him would be very annoying and excessively inconvenient; but would it not be, in a public point of view, more annoying and more inconvenient, by the *suppression of facts*, to enable an undeserving person to obtain credit? Surely reason and justice are on the side of publication.

It may be said, that publication would have a bad effect on the good as well as a good effect on the bad. It may be said, that a person who in a moment of financial pressure gives a confession of judgment might be ruined if it were made public—and, if ruined, it may be asked, would he not have a good right of action against the publisher? To this we would reply, no! 1. Because confessions are required, for the protection of creditors, within a certain time to be filed of record, and so pro tanto made public. 2. Because the publication of the fact without malice is what the law terms damnum absque injuriâ. 3. Because the publisher is not in such a case answerable for the inferences drawn from his publication of a fact; for different men may draw different inferences from the same fact. 4. Because the argument ab inconvenienti is entirely in favour of publication, as it is better that one man should be ruined by the publication of admitted truth, than that hundreds should be ruined by the concealment of it.

The principle of publication is sanctioned by making the records public. It is only a legitimate extension of that principle to make public the information which the records afford. The publicity may be effected either by the press or otherwise, if not done from malicious motives. In every case of the kind the question is quo animo? If done intentionally to injure the individual named an action might lie, but if done for the safety and security of men whose existence depends on knowing the truth, there is no ground for an action. Such is the germ of the decision of *Fleming et al.* v. *Newton* (1 H. L. C. 363).

In Upper Canada at the present moment there are two companies organised, or being organised, for the purpose of giving information to mercantile men in quest of it. The leading objects of the one are, to take advantage (as in Britain) of the

public and legal records of the country for obtaining information of the registration of instruments through the execution of which the standing of parties may be materially affected and the interests of those dealing with them compromised, condensing such information when acquired, and conveying it periodically to members of the society. The leading objects of the other are, confidentially to convey to members information as to the standing, &c., of parties about whom inquiry is made —the information having been gathered in all manner of ways, such as espionage, eaves-dropping, and other questionable and certainly unreliable means of information.

Of the legality of the former society we have little doubt. Of the legality of the latter, we are not free from doubt. And of this we are certain, that while the former would, at the hands of a British court and jury, receive considerable favour, the latter would receive none. The great principles of the common law all point in one direction—and that is, the safety, the security of society; in other words, the public good. No principle of law exists whereby dishonour is countenanced or disreputable practices encouraged; and if one thing could be more hateful to the law of England than another, we are convinced it would be an organised system of espionage.

The Provinces.

BRADFORD.—It may not be generally known, but for the protection of public morals it should be both known and acted on, that a person who has been convicted of felony is disqualified by 3 & 4 Vict. c. 61, s. 7, from holding a beer-house license, and if he takes out such a license and sells beer under it, he incurs the same penalty as if he had sold beer without license. A case in point was, on Saturday last, brought before the borough magistrates, at the instance of the Board of Inland Revenue, when a man named Ward, convicted of felony in March last, was fined £5 and costs for selling beer, though he had previously obtained the usual license.

BURNLEY, LANCASHIRE.—RETIREMENT OF JOHN ADDISON, ESQ., THE COUNTY COURT JUDGE.—Addresses have been presented to the above gentleman at the several courts in the district over which he has so ably presided, on his retirement from the office, owing to the new arrangement of the various circuits. The Burnley address bore the names of the attorneys connected with that town, and Colne, was signed by nearly fifty of the local gentry, clergy, manufacturers, and tradesmen. At Clitheroe, also, a similar demonstration was made.

DONCASTER.—At a special meeting of the Town Council, on Saturday last, it was determined that the Mayor (Charles James Fox, Esq.), Sir Isaac Morley, and the Town Clerk, should form a deputation to Lord Derby, to advocate the claims of Doncaster to be represented in Parliament.

HUDDERSFIELD.—On Wednesday last the annual meeting of the Chamber of Commerce was held in the Reading-room, John Haigh, Esq., J.P., the President of the Council, occupying the chair.—The Chairman, introducing his remarks by a courteous allusion to the season, and the good feeling it inspired, congratulated the meeting on the commercial prosperity of the past year, which had gone far to compensate them for the previous dulness of trade. He regretted that the Chamber itself was not in so prosperous a condition. The year's accounts showed them something like £50 worse than last year. He trusted, however, that they would receive increased support; for he felt, that, as a Chamber, they were working well, and assisting to effect results that must be beneficial to the commercial interests of the town and district.—Mr. Rayner, the Secretary, then read the Report, which is a full and interesting document, detailing the business of the year, as given in the reports of the meetings of the Council: the Registration of Partnerships, Accommodation Bills, the Small Parcels Post, the West Riding Assize Question, Bankruptcy Law Reform, &c., being the subjects dwelt on. After glancing at the financial state of the Chamber, the report concluded with a reference to the recent meeting of the National Association for the Promotion of Social Science, and their contemplated visit next year to Bradford.—C. H. Jones, Esq., recommended the increase of the subscription, but no immediate action was taken.—The Chairman moved, and W. Willans, Esq., J.P., briefly seconded the adoption of the Report, which was carried unanimously.—Thomas Mallinson, Esq., J.P., moved that Messrs. Wright Mellor, Edmund Eastwood, J. F. Brigg, Jabez Brook, and John Dodds, be elected to supply the vacancies caused by the retirement of John Haigh, Esq., Messrs. Joseph Brook, Jere Kaye, Nicholas Carter, and Thomas Holt. In moving this, Mr. Mallinson paid a very graceful compliment to the Chairman, for the assiduous discharge of his duties.—C. H. Jones, Esq., seconded the resolution, which was unanimously carried.—A formal vote of thanks was then cordially awarded to Mr. Haigh, on the motion of J. C. Laycock, Esq., seconded by W. Barker, Esq.—Mr. T. H. Battye proposed, and Mr. Felton seconded, the vote of thanks to the Treasurer, T. P. Crosland, Esq.—A vote of thanks to the Chairman of the meeting, and a very warm and well-deserved acknowledgment of the services of Mr. Rayner, the Secretary, having been passed and duly responded to, the meeting separated.

LEEDS.—At a special meeting of the Town Council on Saturday last, the corporate seal was ordered to be affixed to a petition to her Majesty, praying that assizes might be held in this town. The petition confirmed the offer of the courts free of charge, and pledged the Town Council to provide proper lodgings for the judges. From a discussion which took place at the same meeting, it appears that some difference has arisen between the Town Council and the justices of the borough, with regard to the payment for juvenile offenders committed to reformatory schools. It seems, that two boys have been sent to Red Hill, for whom the weekly sum of twelve shillings has been charged, exceeding the Government allowance by half-a-crown. The Town Council decline to pay the extra charge; and the justices characterise this decision as "an erroneous, imperfect, and improper view, both of the duty of the justices, and their own powers and functions." The justices, however, have appointed a committee to communicate with the Town Council; and it is believed that the matter in dispute, as well as other controverted questions relating to the borough gaol, will be satisfactorily arranged.

LINCOLN.—Mr. J. Hinde Palmer, a barrister, son-in-law of the Right Hon. C. Tennyson D'Eyncourt, is announced as a candidate for this city, in the Liberal interest, at the next general election.

OLDHAM.—PRESENTATION OF AN ADDRESS TO J. S. T. GREEN, ESQ., JUDGE OF THE COUNTY COURT.—On the 24th ult., the solicitors usually practising in the Rochdale, Oldham, and Saddleworth County Courts, met at the Town-hall, to present an address to the above gentleman, it being the last occasion on which he would sit at Oldham, in consequence of being removed to another circuit. In accordance with a resolution passed at a meeting of the attorneys of this district, held at the Clarence Hotel, Manchester, Mr. J. W. Mellor presented the address; and in doing so expressed deep regret, on the part of himself and other attorneys practising in the court, at the removal of Mr. Green. Mr. Green, in replying to the address, seemed to be much moved. After alluding to the courtesy and kindness he had received from the profession, and expressing the friendship he felt for the registrar of the Oldham County Court, he said he had a great respect for the people of that district—for, being a Lancashire man himself, he knew they were a rough-and-ready sort of people; but they had honesty of purpose amongst them, and he had seen that as much, if not more, displayed in the town of Oldham than in almost any other town he had been in. He should be glad to see any of the solicitors present in his new court, and heartily thanked them for their kindness to him, and for the address, which, though it attributed to him more than his due, he knew proceeded from sincerity of feeling, and he accepted it with the most cordial gratitude.

READING.—At the quarter sessions for Berkshire, held in this town on Monday last, Mr. T. L. Goodlake, in accordance with a notice he had given, moved "That Abingdon Gaol having become unnecessary, it is expedient to close that establishment, and apply the provisions of the 7 Geo. 4, c. 18, to the disposal of the present building and site." He showed that the gaol at Reading, which was built several years ago at a very large outlay, would accommodate 224 prisoners; that the daily average for the past year had been only 132; leaving, therefore, ninety-two cells unoccupied, which he conceived to be sufficient to meet any possible contingency. The cost of prisoners at Reading Gaol for the last year had been 1*s.* 6*d.* per day, or 25*l.* 2*s.* 5*d.* per year; whilst the average cost of those in Abingdon Gaol was 2*s.* 6*d.* per day, or 45*l.* 12*s.* 6*d.* per year. As the average number of prisoners in Abingdon Gaol had only been fourteen per day, whilst there was room in Reading Gaol for ninety-two, he conceived it was unnecessary a second establishment should be continued. By abolishing Abingdon Gaol the county would save the sum of fully £500 per annum. Mr. Bros, the Recorder of Abingdon, opposed the motion; and said, that the average cost of the prisoners in Abingdon Gaol was,

of course, considerably raised by the Court having ordered that no prisoners should be committed to Abingdon Gaol whose sentences exceeded twenty-one days' imprisonment. This order had the effect of diminishing the expense of the Reading Gaol; and the comparison that had been made was, therefore, unfair. After further discussion, the motion was carried by twenty-six to nineteen, and the gaol at Abingdon will therefore be abolished. The attendance of magistrates was large.

TODMORDEN.—At the close of the business in the Todmorden County Court on Tuesday, Mr. Thomas Edward Hammerton, the senior solicitor of that town (other solicitors being present), presented an address to J. Stansfeld, Esq., Judge of the Todmorden County Court, on the occasion of his presiding at this court for the last time. Mr. Hammerton observed, that the profession had thought it right, after practising before him for the past eleven years, to express to his Honour their sense of his urbane, kind, and civil demeanour towards them. They had frequently to admire the happy talent which his Honour possessed of seizing the points in a case, and of extracting the truth from it; and they also rejoiced, that, notwithstanding any little smarts that they might have felt for the moment in any case, on mature reflection they had approved the soundness of his Honour's judgment. The accuracy and satisfactory character of those judgments was further shown by the frequent cases in which his Honour had been called in as arbitrator, with a view to stop expensive and protracted cases of litigation. Mr. Hammerton then read the address, which expressed regret that the inhabitants of the district would be deprived of his valuable services as judge. Long experience and observation enabled them to testify to the admirable and impartial manner in which he had discharged the varied and onerous duties of his office; and by a faithful administration of justice he had obtained the confidence and esteem, not only of the profession, but of the inhabitants generally. Among the thousands of cases disposed of in his court, involving pecuniary and other considerations to a large amount and of considerable importance, a jury had scarcely ever been required, whilst only in one case had an appeal been made; and in no instance had either plaintiff or defendant exercised the right of removing his case into a superior court. In conclusion, they expressed their acknowledgments to his Honour for his uniform courtesy, forbearance, and kindness to the profession, as well as to the officers and suitors. The address, which was beautifully engrossed on vellum and illuminated, was handed to his Honour, after Mr. Hammerton had read it. In reply, his Honour said he accepted that token of their regard and approbation with deep gratitude. He left them reluctantly; but in leaving he might fairly lay claim to having on all occasions shown an anxiety to discourage unnecessary litigation, because he believed it to be his duty to do so. It would be very unjust if he did not acknowledge the great assistance he had received from the able and exemplary manner in which they had conducted the cases before him.

WIGAN.—PRESENTATION OF AN ADDRESS TO A. HUTTON, ESQ., THE COUNTY COURT JUDGE.—An address has been presented to William Adam Hutton, Esq., on his removal from that district, on account of a re-arrangement of the circuits. He had sat as judge for that court eleven years. The learned gentleman responded to the address in the most friendly terms.

WORCESTER.—A great loss has been sustained by the profession in this city, in the sudden death of Mr. Thomas Hyde, of the firm of Hyde & Tymbs. Mr. Hyde left his house in good health on Christmas morning, with the intention of returning immediately with his letters; but just as he reached his office door, he fell, and expired in a few minutes. He had long enjoyed an extensive practice as a solicitor, and was universally esteemed, as much for his integrity and amiable disposition as for business ability. Mr. Hyde had not taken much part of late years in local politics; but his office of Clerk to the Six Masters gave him the management of one of the principal and most ancient of the charities in Worcester. The Law Society of the city, at a numerously attended meeting last week, passed an unanimous resolution, condoling with Mrs. Hyde, and expressing their sense of the worth of the deceased, and of the loss sustained by the inhabitants of Worcester and its neighbourhood.

Ireland.

DUBLIN, THURSDAY.

Saunders's News-letter (the "Leading Journal" of Dublin) contains the following:—

"We are enabled to state that the venerable and esteemed Baron Pennefather has placed his resignation in the hands of Government, owing to the delicate state of his health. The learning, the acumen, the great intelligence, and the remarkable perspicuity of the accomplished judge, were equally recognised by the bar and the public, and he occupied a proud position among the very distinguished men who have adorned the Irish bench. The Solicitor-General, or Mr. Brewster, will most probably succeed to the vacancy, as it is considered certain that the Attorney-General will decline to accept of the office."

The *Evening Mail*, speculating on the probable successor of the retiring judge, observes:—

"If the English rule were extended to Ireland just now, the bar and the public would naturally point to the elevation of Mr. Brewster to the bench—a gentleman who ranks highest in his profession, and whose knowledge of the intricacies of the law would be most advantageous to the interests of the suitors; but he, no doubt, will be passed over, and some person far his inferior in ability and knowledge selected—that is, provided Mr. Whiteside be really so ill advised as to waive his right to promotion."

The *Freeman* has the following remarks, which are the more worthy of notice as they emanate from a journal of opposite politics to those of the venerable judge:—

"The friends of Baron Pennefather must have seen with pain his continuance on the bench. Though his intellect was unclouded, and his comprehension of facts, however numerous or intricate, as rapid and unerring as ever—though his memory was clear, and his application of the law firm and decisive, yet he laboured under physical defects which rendered impossible the effective discharge of his duties as a judge. He did not cling to the bench from selfish or mercenary motives. His family had all died away, and he survived those who could have solaced his declining years in the cheerfulness of the family circle. It was no easy thing to sunder his relations with the Court of Exchequer. Habits formed on the practice of nearly thirty-eight years are not interrupted without danger; and if Baron Pennefather could not diversify the monotony of a childless existence by attendance in the Court of Exchequer or the agreeable variety of circuit, he feared life would be too lonely, and the consequences disastrous. We wish the venerable judge a more pleasant retirement than his fears anticipated. His time had been protracted far beyond the ordinary period of judicial service. He was the oldest acting judge in the three kingdoms—indeed, the Scotch bench is composed of middle-aged men, while the English patriarch, the Lord Chief Justice, was called to the bar when Baron Pennefather was in full practice. As a judge, the Baron was one of the first who ever sat on the Irish bench. He was emphatically a great judge. His knowledge was unrivalled. The very abstruse practice of the Exchequer, before modern improvements had broken down its peculiarities, was as familiar to Baron Pennefather as his eyeglass. Cases of every kind started up in his memory with magical facility. Great principles he could apply with that exact nicety and adjustment to the particular state of facts, which, more than any other quality, proves the consummate master of the judicial art. Sometimes he would do a little roguish trick, just to enliven the passing dulness or punish a too persevering applicant for costs; but there never sat on the bench of justice, on public or political occasions, a more honourable and even-minded magistrate than Baron Pennefather. He had strong party convictions, partly inherited from his ancestors, and partly the fruit of the times in which he lived; but they never interfered with the pure administration of justice in his hands. His contemporaries, with the exception, perhaps, of Judge Burton, were less reserved in their extra-judicial opinions, and often seasoned the passing argument, when it happened to involve political considerations, with a 'touch of their quality.'"

BELFAST.

The inquiry into the case of the sixteen persons arrested on the 5th December, charged with being members of an illegal society, commenced on Friday, in the County Gaol. The authorities determined that the proceedings should be conducted in private. Mr. *Hamilton*, crown solicitor, conducted the case on the part of Government. Mr. *John Rae*, solicitor, appeared for the prisoners; but, previous to the commencement of the proceedings, he addressed them, and stated that he was about to withdraw from the inquiry. He then handed in to the magistrates, Mr. Tracey, R.M., and Mr. R. Thomson, J.P., a written protest against the inquiry, on the grounds, first, that it was

contrary to practice and repugnant to the spirit of the laws, to hold any judicial inquiry in a common gaol; secondly, that it was derogatory to the position of an advocate to discharge his duty in such a place; thirdly, that he considered his personal safety imperilled in the event of any conflict between him and the crown in such a situation; fourthly, that the Mayor of Belfast and the county magistracy were excluded; fifthly, that it was unconstitutional to rest the adjudication of such a case solely in the hands of a stipendiary magistrate. On these, and other grounds, Mr. Rae withdrew, and the investigation was conducted in strict seclusion. We have ascertained (says the *Northern Whig*), the following particulars:—Two of the prisoners have turned approvers. The informer and one of the approvers were examined, and also Mrs. M'Kay, in whose house the arrests took place, and her servant. The evidence occupied six hours, at the end of which the investigation was adjourned until next morning, at ten o'clock. The extreme secrecy of the inquiry is regarded with great dissatisfaction in the town.

CRIMINAL STATISTICS.

There is not a country in the world where crime prevails to so small an extent as in Ireland at this moment, when the "rebellion" journals are alarming all the old women of the country, and the police in certain districts are earning stripes and laurels. In the province of Connaught offences against life and person are wholly unknown. We have scarcely even common assaults to register. In Cork they boast of a similar state of things. The *Constitution*, a journal in every way *un*favourable to the people, has some statistics which are interesting:—"In the county gaol in 1849 the number was 975; at the corresponding period of 1850 it was 1,052; of 1851 it was 862; of 1852, 721; of 1853, 416; of 1854, 380; of 1855, 238; of 1856, 253; of last year, 177; and of this year, 189. The falling off this year from 1849 is thus shown to be 786; from 1850, 863; from 1851, 673; from 1852, 532; from 1853, 227; from 1854, 191; from 1855, 49; and from 1856, 64. There is no diminution from last year, but on the contrary an increase of 12. There are, however, now in the prison 16 persons charged with being members of secret societies, and a similar number of seamen for mutiny; and if these, which are exceptional cases, and did not occur last year, were not included in the returns for the present, there would, instead of an increase, be really a decrease of 20 this year. In the city criminals, also, a proportionate diminution has taken place." Kilkenny is similarly circumstanced, once the home of white feet and black feet. The *Journal* says:—"Our quarter sessions commence to-day, and for the last three months this city has only one case to be brought before the assistant-barrister! and this is a mere larceny at the workhouse. We say it with pride that Kilkenny will bear comparison in this respect with any city in Europe; and our firm belief is, that no city in Europe can compare with it for the peace and order which characterise its inhabitants."

Scotland.

EDINBURGH.

COURT OF SESSION.—OUTER HOUSE.

Inglis v. *Liquidators of the Western Bank.*

A number of the contributories of the Western Bank, who purchased shares shortly before the stoppage of the bank, have raised an action against the directors for the loss sustained by them. They also seek to evade payment of the calls; and they have, in order to try their liability for the calls, presented, in the name of one of their number, a note of suspension of the charge to compel payment of the second instalment of the £25 call. The grounds on which the suspender rests his defence are:—(1). That, under the contract of the bank, the loss of twenty-five per cent. of the capital stock had the effect, ipso facto, of dissolving the company; and that, as a loss to this amount had taken place long before the date of his purchase, the company must be held to have been at that time non-existent, and any sale of shares in it ineffectual. (2.) That he was induced to make the purchase by the fraudulent misrepresentations as to the condition and prosperity of the concern, made by the directors in their reports to the company; and that the company, for whose behoof the directors acted, and which received and approved of their reports, cannot take advantage of this fraud to the effect of holding the complainer bound as a shareholder. The Lord Ordinary refused to sustain these pleas, holding that the company could not be dissolved silently, though twenty-five per cent. of the capital had been lost; and that the fraud of the directors is not the fraud of the company, the directors being the company's agents for contract but not for fraud.

William Steele, Esq., one of the sheriff substitutes of Glasgow, died on the morning of the 3rd instant, at the age of 53. He was a man of unusually strong memory, largely stored with legal and other literature, singular facility of speech of a rotund Johnsonian sort, rough and ready wit, an intellect rather crushing than acute, but possessing sound common sense, patience, industry, energy, and every other quality requisite to an efficient and popular judge. And he was both efficient and popular. He has left few equals in the sheriff courts of Scotland. Before he was appointed a substitute by Sir Archibald Alison, he was a solicitor in large court practice in Glasgow, and in that city he was to the end one of the most notable public men.

It is rumoured that the Crown is to allow an additional substitute to Glasgow, owing to the vast pressure of business in that court.

Reviews.

The Lawyers' Companion and Diary, 1859. London: Stevens & Norton.

Personal knowledge enables us to recommend the Diary and Companion for the present year. It is carefully compiled, the information well chosen, and the facilities for business memoranda complete.

A Selection of Leading Cases in Equity, with Notes. By F. T WHITE, and O. D. TUDOR, Esqs., Barristers-at-Law. Second Edition. London: Maxwell.

This work affords a curious illustration of the good service that may sometimes be done by a casual remark. Smith's leading cases owed its existence to a suggestion thrown out by Mr. Warren. The success of the first edition induced Mr. Justice Willes (then at the bar), and Mr. Keating, to superintend the production of a second, and still more perfect issue; and the popularity of the work bids fair to continue undiminished. The favourable reception of Mr. Smith's book led Messrs. White and Tudor to attempt a similar treatment of equity cases; and this also has been found so welcome an edition to our practical text books that it has run through its first edition, and is now re-issued, with copious additions, by the original authors. A selection of leading cases on conveyancing, by Mr. Tudor, has further developed this peculiar class of text books, and the great convenience with which the different subjects can be studied under such an arrangement has fully justified the sagacity of Mr. Warren's suggestion.

We are at present concerned with the second edition of the leading cases in equity which has recently appeared, and will endeavour to give our readers some notion of the manner in which the revision of the notes has been effected, and of the kind of improvements which have been introduced into the original text. For the present, at any rate, we must confine our remarks to the first volume, which is the only part of the work which we can profess to have fully examined, but it may not unreasonably be supposed that the care bestowed upon one volume will afford some indication of the manner in which the rest of the author's task has been performed. In its plan and general scope we observe no alteration. The leading cases are the same which were treated in the first edition, and the labour of the authors has been exclusively bestowed upon the perfecting of the notes by occasional corrections, numerous additions, and, above all, by interweaving with the old matter the many new cases which have been decided since 1849. As some prima facie evidence that the work has not been negligently done, we may say, that not one of the notes remains in its original form. Additions, more or less extensive, according to the nature of the subject, have been made to all; and so far as we have been able to discover, few recent decisions which have a material bearing on the topics selected for discussion have escaped attention. The authors have not, like some modern writers, contented themselves with the perusal of the regular reports, but decisions of moment are gathered impartially from the pages of the *Weekly Reporter* and other periodical reports, as well as from those which are considered to have a quasi official character. Perhaps we cannot give a fairer impression of the character of this new edition, than by selecting at random one or two of the leading cases, for the purpose of comparing the new with the original notes. *Russell* v. *Russell* is the peg upon which the learning of equitable mortgages is hung, having long been a

leading authority, notwithstanding Lord Eldon's disapproval of it on the ground that it amounted (as it unquestionably did) to a repeal pro tanto of the Statute of Frauds. The first addition which we find in the notes is in the enumeration of the documents, by the deposit of which an equitable mortgage may be created. Certificates of shares and policies of insurance are now included, and the authorities relating to this description of property are supplied. With respect to the contract implied by a mere deposit without a memorandum, *Pryce* v. *Bury* (2 Dr. 42) is cited in favour of the view that it is an implied contract to execute a legal mortgage. There are, however, other authorities besides *Sporle* v. *Whayman* (which is cited) tending to show that the deposit gives only a right to come to the Court for sale, without entitling the depositee to a legal mortgage. These authorities should, we think, have been noticed in this connection. The important cases of *James* v. *Rice*, and *Hodgkinson* v. *Wyatt*, form the subject of an additional paragraph. A question which was to some extent open at the time when this work first appeared, was as to the mutual rights of two persons, with each of whom the same debtor has deposited part of the title-deeds of an estate as a security for advances. This has now been settled by more than one authority, and we find all the cases satisfactorily summed up in the new edition. In *Lucas* v *Allen*, *Kindersley*, V. C., held that a deposit of part of the title-deeds created a valid equitable mortgage, but the question as to the priority of successive depositees of portions of the deeds arose for the first time in *Roberts* v. *Croft* (5 W. R. 773). There the parcel of deeds first deposited showed no title in the mortgagor, as the conveyances to himself were retained. No inquiry, however, was made, and the mortgagor afterwards deposited the deeds he had kept back with another creditor. He also neglected to inquire about the other deeds, although the recitals in the conveyance deposited with him would have shown that they ought to be in the mortgagor's possession. Under these circumstances the Master of the Rolls held that both equitable mortgages were good, and that their priority must be governed by the rule qui prior est tempore potior est jure.

A somewhat analogous question, as to the effect of a deposit of title-deeds of part of an estate with a representation that they related to the whole, also decided by the Master of the Rolls, is duly noticed by our authors. The next topic dealt with is treated in a somewhat perfunctory manner, viz. the effect of taking a security without due inquiry after the title-deeds. *Waldron* v. *Sloper* (1 Dr. 193) is the only case noticed, apparently because the subject is fully dealt with in the notes to *Le Neve* v. *Le Neve*. We are disposed to think that it would have been more judicious to omit altogether a subject which it was not intended to handle fully; but, as a reference is added to *Le Neve* v. *Le Neve*, no great harm is done by the manner in which this important point is disposed of. Upon the whole, the note fairly sets forth the new law which has grown up since the original publication of the work, and is creditable to the skill and industry of the authors.

Lester v. *Foxcraft*, which relates to the specific performance of agreements affected by the Statute of Frauds, is scarcely so favourable a specimen of the care bestowed upon the new edition. There has not, indeed, been much change in the law as to part performance, and few additions were called for to the original note. The most material of the late cases have been those upon parol marriage contracts. Upon this point most of the new authorities are introduced, but the result of them is not given quite so happily as might be desired. Thus the old cases of *Dundas* v. *Dutens*, and *Taylor* v. *Beech*, are inserted, and the modern authorities, *Lapence* v. *Tierney*, *Surcome* v. *Pinniger*, and *Warden* v. *Jones*, are referred to; but rather strangely no express mention is made of *Hammersley* v. *De Biel*, the House of Lords case, by which all this class of questions is governed. The result of the cases, moreover, does not come out very clearly; for while the dictum of *Turner*, L. J., that "a written agreement after marriage in pursuance of a parol agreement before marriage takes the case out of the statute," is reprinted, not a word is said about the effect of *Warden* v. *Jones*, in which Lord *Cranworth* decided that a written settlement after marriage in pursuance of a parol agreement before marriage does not bar the Statute of Frauds, thereby substantially overruling both *Dundas* v. *Dutens* and the above-mentioned dictum of Lord Justice *Turner* in *Lapence* v. *Tierney*. The reader will no doubt be guided to this knowledge by the reference to *Warden* v. *Jones*, but a few words to indicate the character of that decision would certainly not have been out of place. It is impossible, however, that in a work framed on the plan of these leading cases there should not be some difference of opinion as to the prominence to be given to this or that authority; and as the present edition contains evidence throughout of abundant industry and judgment, we would not have our minute criticisms understood in any disparaging sense. But it is only by some reference to particulars that a general impression can be conveyed; and we do not think that the observations which we have made on the details of the notes especially commented upon ought to militate at all against the broad opinion which we have no hesitation in stating that the new edition of the equity leading cases appears to be honestly and efficiently brought up to the present level of the law, and to be worthy of the high reputation which the work has hitherto enjoyed.

Matrimonial and Divorce Court.

FURTHER RULES AND REGULATIONS

MADE UNDER THE PROVISIONS OF 20 & 21 VICT. C. 85, AND 21 & 22 VICT. C. 108.

Office Copies, Extracts, &c.

1. The registrars of the Court of Probate are to have the custody of all pleadings and other documents now or hereafter to be brought in and filed in any matter or suit depending in the Court for Divorce and Matrimonial Causes; and all rules and orders, and fees payable in respect of searches for and inspection or copies of and extracts from and attendances with documents deposited in the Registry of the Court of Probate, shall extend to such pleadings and other documents brought in and filed in the Court for Divorce and Matrimonial Causes, save that the length of such last-mentioned documents shall in all cases be computed at the rate of 72 words per folio.

2. Office copies of documents furnished from the Registry of the Court of Probate will not be collated with the originals from which the same are copied, unless specially required. Every copy so required to be examined shall be certified under the hand of one of the principal registrars of the Court of Probate to be an examined copy.

Proceedings in Causes.

3. In order to prevent the time limited for bringing in answers and other pleadings and proceedings from expiring before application can be made to the Judge Ordinary for an extension thereof, any one of the principal registrars of the Court of Probate may, upon reasonable cause being shown, extend the time for bringing in such answer or other pleading or proceeding, provided that such time shall in no case be extended beyond the day upon which the judge ordinary shall next sit in open court or in chambers.

4. No cause is to be called on for hearing or trial until after the expiration of ten days from the day when the same has been set down as ready for hearing or trial, and notice thereof has been given, save with consent of all parties to the suit.

5. The time fixed by these rules and regulations, or by former rules and regulations made under the provisions of 20 & 21 Vict. c. 85, for bringing in petitions, answers, and pleadings, or for any other proceeding in a cause depending in the Court for Divorce and Matrimonial Causes, shall in all cases be exclusive of Sundays.

Costs.

6. When an appointment has been made by a registrar of the Court of Probate for taxing any bill of costs, and one party only attends at the time appointed, the registrar may nevertheless proceed to tax the bill after the expiration of a quarter of an hour, upon being satisfied by affidavit that due notice of the time appointed was served on the other party.

7. If more than one-sixth is deducted from any bill of costs taxed as between practitioner and client, the costs incurred in the taxation thereof shall be deducted from the sum allowed on taxation, if so much remains due, otherwise the same shall be paid by the practitioner to the client.

Affidavits.

8. No affidavit will be admitted in any matter depending in the Court for Divorce and Matrimonial Causes in which any material part is written on an erasure.

SUMMONSES.

1. A summons may be taken out by any person and in any matter or suit depending in the Court for Divorce and Matrimonial Causes.

2 A printed form must be obtained and filled up with the object of the summons. It must then be taken into the registry, where the blank left in the printed form for the time when

the summons is to be made returnable, will be filled up and the signature of the registrar will be obtained.

3. The name of the cause or matter and of the agent taking out the summons is then to be entered in a book to be called the Summons Book, and the summons returned to the applicant, who is to serve a copy on the party to be summoned. This copy (except in cases where the consent of the party to be served has been obtained and indorsed on the summons) must be served one clear day at least before the summons is returnable, and before 7 p.m. On Saturdays the copy of the summons s to be served before 2 p. m.

4. On the day and at the hour named in the summons the party issuing the same is to present himself with the original summons at the Judge's Chambers.

5. Both parties will be heard by the judge, who will make such order as he may think fit, and a minute of such order will be made by the registrar in the Summons Book.

6. If the party summoned do not appear after the lapse of half an hour from the time named in the summons, the other party shall be at liberty to go before the judge, who will thereupon make such order as he may think fit.

7. An attendance on behalf of the party summoned for the space of half an hour, if the other party do not during such time appear, will be deemed sufficient, and bar the party taking out the summons from the right to go before the judge on that occasion.

8. If a formal order is desired, the same may be had on the application of either party, and for that purpose the original summons, or the copy served on the party summoned, must be filed in the registry. An order will thereupon be drawn up, and delivered to the person filing such summons or copy.

9. If a summons is brought to the registry, with consent to an order, signed by the party summoned, or his proctor, solicitor, or attorney, indorsed thereon, an order will be drawn up without the necessity of going before the judge: Provided that the order sought is in the opinion of the registrar one which the judge, under the circumstances, would make.

(Signed) CHELMSFORD, C. WM. WIGHTMAN.
CAMPBELL. ED. VAUGHAN WILLIAMS.
A. E. COCKBURN SAMUEL MARTIN.
FRED. POLLOCK. C. CRESSWELL.

ADDITIONAL TABLE OF FEES

TO BE TAKEN IN THE REGISTRY OF THE COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

	£	s.	d.
For marking each exhibit annexed to an affidavit	0	1	0
For settling the form of advertisements of citations or other advertisements	0	5	0
For taking the evidence of one or more witnesses before the Registrar, for each day, and within three miles of the General Post Office	3	3	0
If beyond that distance	5	5	0
If for part of a day only, such smaller fee as the Registrar in his discretion shall think proper.			
For entering order for the protection of a wife's earnings and property	0	5	0
For the order under seal of the Court	0	10	0
For entering an order of the Registrars of the Court of Probate the same fee as would be payable for entering a similar order made by the Judge.			
For each appointment of a Commissioner	1	0	0
For a rule Nisi for a new trial	0	5	0

FEES

TO BE TAKEN FOR THEIR OWN USE BY THE PROCTORS, SOLICITORS, AND ATTORNEYS PRACTISING IN HER MAJESTY'S COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Citations, Subpœnas, Writs, and Service of same.

Citation, including præcipe	0	7	6
Citation to see proceedings, including præcipe	0	7	6
Certificate of service	0	2	6
Subpœna ad testificandum and præcipe	0	7	6
Subpœna duces tecum, if five folios of seventy-two words or under, and præcipe	0	7	6
If the subpœna exceeds five folios in length, for each additional folio of seventy-two words	0	1	0
Writ of attachment, including præcipe	0	7	6
Writ of sequestration, including præcipe	0	7	6
Service of citation, petition, or subpœna, if within two miles of the place of business of the practitioner, or of the person employed to effect the service	0	5	0
If beyond that distance and not exceeding ten miles, for every mile one way	0	1	0
Drawing and engrossing affidavit of service, if three folios of seventy-two words or under	0	5	0
If above, for every additional folio, including a copy for the Court	0	1	4
In cases in which the person to be served shall avoid service, or shall reside beyond the jurisdiction, except in Scotland or Ireland, a sum to be allowed for service according to the circumstances.			

Instructions.

	£	s.	d.
Instructions for citations, petitions, answers, or other pleadings, for interrogatories, special affidavits, or applications for an order for protection of a wife's earnings and property	0	6	8
Ditto to defend suit	0	6	8
Ditto for brief, or case for hearing	0	13	4
If there are several witnesses examined, and the brief or case is necessarily long, an additional fee will be allowed.			

Pleadings.

Drawing and engrossing petition, if ten folios of seventy-two words or under, including a copy to file	1	0	0
If exceeding ten folios, for every additional folio, including a copy to file.	0	1	4
Drawing and engrossing answers, replications, and other subsequent statements, petitions for alimony, and answers thereto, if ten folios of seventy-two words or under, including a copy to file	1	0	0
If exceeding ten folios, for every additional folio, including a copy to file	0	1	4
Copies of petitions, answers, and other pleadings, also of exhibits, or other documents, at per folio of seventy-two words	0	0	4
If any exhibit or other document to be copied, or any part thereof, contains pencil marks or writing, or the copy thereof, or any part thereof, is required to be made fac simile, in addition to any other fee for the copy:			
For every folio of pencil marks or writing, or copy fac simile, or part of a folio	0	0	4
Drawing the record, if fifteen folios of seventy-two words or under, including copy to file	0	10	0
If exceeding fifteen folios, for every additional folio of seventy-two words, including a copy to file	0	0	7
Engrossing record to file, at per folio of seventy-two words, exclusive of parchment	0	0	6
For case for motion, including fair copy for Judge	0	10	0
If necessarily more than seven folios of seventy-two words in length, for every additional folio, including copy for the Judge	0	1	4
Copy for adverse party, per folio of seventy-two words	0	0	4
Drawing and engrossing demurrer, inclusive of the statement of any matter of law to be argued, for ten folios of seventy-two words or under	0	10	0
If exceeding ten folios of seventy-two words for every additional folio of seventy-two words	0	1	0
Copy of the issue on demurrer, at per folio of seventy-two words	0	0	4
Drawing bill of costs, per folio of seventy-two words, including copy for taxation	0	1	0
Copy for the adverse party, per folio of seventy-two words	0	0	4
Drawing any instrument to be filed in or issued by the Registry for which no other fee is herein allowed, inclusive of fair copy to be filed or issued, per folio of seventy-two words	0	1	4
For perusing and abstracting pleadings, affidavits, exhibits, and other documents, per folio of seventy-two words	0	0	4

Notices.

All necessary notices, if three folios or under, inclusive of copy and service	0	5	0
If exceeding three folios, for every additional folio, including copy and service	0	1	0
In all cases where service of a notice is necessary beyond two miles of the place of business of the practitioner, or of the person employed to effect the service, the same fee as upon the service of a citation.			
Copy of summons or order of the Judge, or rule nisi, and service	0	5	0

Attendances.

On entering appearance	0	6	8
To search for appearance to citation	0	0	8
On counsel with brief, when the fee to counsel is one guinea	0	2	4
When the fee to counsel exceeds one guinea and is under five guineas	0	6	8
When the fee is five guineas and upwards	0	13	4
On consultation	0	13	4
On conference	0	6	8
In pursuance of notice to admit	0	6	8
For every hour after the first	0	6	8
On trial or hearing when cause is in paper and not tried or heard, or on motion in court	0	13	4
On trial or hearing	1	1	0
If it lasts the whole day	2	2	0
On taxation of bill of costs	0	13	4
If very long an additional fee will be allowed.			
On examination of witnesses under a commission—			
If in England or Wales, per diem	2	2	0
If elsewhere	3	3	0
For all necessary attendances in Chambers before the Judge Ordinary, or before a commissioner, or counsel, in the Registry, or upon the adverse parties or practitioner, for which no other fee is herein allowed	0	6	8

Briefs, Cases for Hearing, Letters, &c.

For drawing brief or case for hearing, per folio of seventy-two words	0	1	0
For each copy, per folio of seventy-two words	0	0	4
Every necessary letter during the dependence of the cause	0	3	4
Term fees, letters, and messengers, each term in which any business is done	0	16	0
For maps or plans each from	1	1	0
	to		
	3	3	0
Copies of same, if required	0	10	0
	to		
	1	1	0

Affidavits.

	£	s.	d.
For drawing affidavit, if five folios of seventy-two words or under, including copy for the Court or Registry	0	6	8
If above five folios, for each additional folio, including copy for the Court	0	1	4

Interrogatories.

For drawing the same, at per folio of seventy-two words	0	1	0
Copy thereof to be delivered to the examiner and filed, at per folio of seventy-two words	0	0	4

If it becomes necessary for proctors, solicitors, or attorneys to transact any business for which no fee is herein specified, such fee shall be taken by them as would be allowed for similar business done in the Courts of Common Law and Equity, as the case may be.

FEES

TO BE TAKEN FOR THE USE OF OTHER PERSONS BY THE PROCTORS, SOLICITORS, AND ATTORNEYS PRACTISING IN THE COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Counsels' Clerks' Fees.

Not to exceed as under:—	£	s.	d.
Upon a fee to counsel under 5 guineas	0	2	6
5 guineas and under 10 guineas	0	5	0
10 " " 20 "	0	10	0
20 " " 30 "	0	15	0
30 " " 50 "	1	0	0
50 " and upwards—at per cent. on the fee paid	2	10	0
On consultations:			
Senior's clerk	0	7	6
Junior's clerk	0	2	6
On general retainer	0	10	9
On common retainer	0	2	6
On conference	0	5	0

Witnesses' Expenses.

Allowance to witnesses, including their board and lodging:

Common witnesses, such as labourers, journeymen, &c., &c.:

	£	s.	d.
If resident within five miles of the General Post Office, per diem	0	5	0
If resident beyond that distance, per diem, from	0	5	0 to 0 7 6

Master tradesmen, yeomen, farmers, &c.:

	£	s.	d.
If resident within five miles of the General Post Office, per diem	0	7	6 to 0 10 0
If resident beyond that distance, per diem, from	0	10	0 to 0 15 0

Auctioneers and accountants:

	£	s.	d.
If resident within five miles of the General Post Office, per diem, from....	0	10	6 to 1 1 0
If resident beyond that distance, per diem, from	0	10	6 to 1 1 0

Professional men:

	£	s.	d.
If resident within five miles of the General Post Office, per diem	1	1	0
If resident beyond that distance, per diem, from	2	2	0 to 3 3 0

Clerks to attorneys, or others:

	£	s.	d.
If resident within five miles of the General Post Office, per diem	0	10	6
If resident beyond that distance, per diem, from	0	15	0 to 1 1 0

Engineers and surveyors:

	£	s.	d.
If resident within five miles of the General Post Office, per diem	1	1	0
If resident beyond that distance, per diem, from	1	1	0 to 3 3 0
Notaries, per diem....	1	1	0
Esquires, bankers, merchants, and gentlemen, per diem	1	1	0

Females, according to station in life:

	£	s.	d.
If resident within five miles of the General Post Office, per diem, from....	0	5	0 to 0 10 0
If resident beyond that distance, per diem, from	0	5	0 to 1 0 0

Police inspector:

	£	s.	d.
If resident within five miles of the General Post Office, per diem	0	5	0
If resident beyond that distance, per diem, from	0	7	6 to 0 10 0

Police constable:

	£	s.	d.
If resident within five miles of the General Post Office, per diem	0	3	0
If resident beyond that distance, per diem, from	0	5	0 to 0 7 6

The travelling expenses of witnesses will be allowed according to the sums reasonably and actually paid; but in no case will there be an allowance for such expenses of more than 1*s.* per mile one way.

Surrogates or Commissioners for taking oaths:

	£	s.	d.
For administering oaths to each deponent	0	1	6
For marking each exhibit annexed to an affidavit....	0	1	0

(Signed) CHELMSFORD, C. WM. WIGHTMAN.
CAMPBELL. ED. VAUGHAN WILLIAMS.
A. E. COCKBURN. SAMUEL MARTIN.
FRED. POLLOCK. C. CRESSWELL.

CAPITAL PUNISHMENT AND THE HOME-OFFICE.—On Friday morning last there were in Kirkdale Gaol two convicts, sentenced to death. One, Henry Reid, convicted of strangling his wife; the other, Auguste Wilhelm, convicted of murder in an attempt to procure abortion. Both were recommended to mercy by the jury—Henry Reid, because he was drunk; and Wilhelm, because the jury thought murder, under certain circumstances, was only manslaughter. On Saturday the drunken husband was hanged on the north front of Kirkdale Gaol, although the jury had recommended him to mercy. Wilhelm, however, is spared. The public will like to know the reason why. This man was not drunk. He was in the possession of his full faculties. He was a man of some education. He knew what he was about—and he knew more; he knew the consequences of the crime he was about to commit. We are told, that, on the 16th of July, 1853, he was tried at York, before Mr. Justice Erle, for endeavouring to procure the abortion of Mary Fielding. In defence, the prisoner said, that he had another object in using the means imputed to him. The jury then gave him the benefit of the doubt, and he was acquitted. In the present case the jury, being properly ignorant of his antecedents, also gave him the benefit of the doubt, not of the facts, but of the law, and, in bringing him in guilty of the fact, expressed their opinion that the punishment was greater than the offence demanded. It must be apparent to every one that this recommendation of the jury could only have been founded on the belief that the man was performing an operation the consequences of which he was ignorant of. Would the jury have come to this conclusion had they known that the man had already been tried for the same offence? How often may not this man have committed this same crime between 1853 and 1858? It is to be hoped, for the sake of the safety of society, that the Home Secretary, who, of course, knew all his antecedents, made public in the local press of Saturday, will explain to the world the reasons why her Majesty's pardon has been extended to this abandoned miscreant. The value of punishment consists in the certainty of its infliction. Any departure from this rule induces persons of sanguine temperament to the commission of crime. Can there be a more dangerous doctrine than that the punishment of a criminal is to depend on the humour of the Secretary for the Home Department? And what must we think of the man who regards the offence of Wilhelm as one deserving of commiseration? A crime more subversive of good morals cannot well be suggested. It is a subject on which we cannot enlarge, but we trust that some excuse will be offered by the Home Secretary, so that the pardon of Wilhelm may not operate as an inducement to other reckless practitioners to repeat an offence so repulsive to humanity in a Christian country.—*Liverpool Albion.*

FRIENDLY SOCIETIES.—Taking the whole body of registered friendly societies in England and Wales, we find that the total number of members is about 2,000,000, and the aggregate of funds about £9,000,000, of which £1,431,543 is invested by 9133 societies in English and Welsh savings banks; £1,944,991 by 560 societies, with the Commissioners for the Reduction of the National Debt; and the rest in public funds, and in other investments; the character of the latter gradually improving. No less a sum than £1,000,000 per annum is expended by the societies for affording relief in sickness alone. Of the 2,000,000 of members, the Manchester Unity and Odd Fellows alone contribute 276,254; the Ancient Order of Foresters, 135,000; and the Grand United Order of Odd Fellows, 37,000.

Court Papers.

Queen's Bench.

ENLARGED RULES.—HILARY TERM, 1859.

To the first day of Term.

Wienholt and Others *v.* Thornewill and Others.
In the matter of Arbitration between E. B. Evans, Esq., and James Coleman.
Donovan *v.* Bowyer, Bart., and Another.
The Magdalena Steam Navigation Company *v.* Martin.
Holmes *v.* Pemberton, In re Pemberton against Holmes.
The Queen *v.* George Rippon and others, Justices.

SPECIAL PAPER.

FOR JUDGMENT.

Sp. Case — The Great Western Railway Company *v.* The Midland Railway Company.
Dem. — Tamvaco and Another *v.* Lucas and Others.

FOR ARGUMENT.

Dem. — The Marquis of Normanby and Others *v.* The British Guarantee Association (stayed by Injunction).

Sp. Case.	The Manchester, &c., Railway Company *v.* The London and North Western Railway Company.
,,	Maugham *v.* Willis and Others.
,,	Peto and Others *v.* The Mersey Docks and Harbour Board.
,,	The Queen *v.* Same.
Dem.	Kleinwort and Another *v.* Shepard.
,,	The Monmouthshire Railway Company and Others *v.* Brown.
,,	Fletcher *v.* Fletcher.
Sp. Case.	Robins *v.* Merry.
Dem.	Richards *v.* Young and Another.
,,	Reverdy *v.* Mirrett.
,,	Joce *v.* Norton.
Co. Ct. Appea'.	Rogers and Others *v.* Laird.

NEW TRIAL PAPER.

FOR JUDGMENT.

Middlesex.	Margatt *v.* Nias.
London.	Bishop *v.* The Trustees of the Bedford Charity.
Derby.	Senior. Administrator, &c., *v.* Ward.

FOR ARGUMENT.—EASTER TERM, 1858.

Carmarthen.	Mortimer *v.* The South Wales Railway Company (part heard).

Michaelmas Term, 1858.

Middlesex.	Hughes *v.* Lady Dinorbin.
London.	Wentfield and Others *v.* The South Eastern Railway Company.
Cardiff.	Ford and Others *v.* Stone.
Chester.	Bott *v.* Ackroyd and Another.
Stafford.	Pickett *v.* Fletcher.
,,	Lander and Another *v.* Wood.
Gloucester.	Franklin and Another *v.* Beesley.
York.	Lee *v.* Unwin.
,,	Chaloner *v.* Watson.
Northumberland.	Graham *v.* Sunderland Dock Company.
,,	Palmer *v.* Vardy and Others.
Carlisle.	Spark *v.* Heslop.
Liverpool.	Scott and Another *v.* Dixon.
,,	The Mayor, &c., of Liverpool *v.* Rigby and Another (In Replevin).
Surrey	Bruff *v.* Eastern Counties Railway Company.
Cornwall.	Lyle *v.* Richards and Others.
Bristol.	Green *v.* Ingate and Another.
Liverpool.	Fowler *v.* Foster.

Tried during Term.

Middlesex,	Smee *v.* Ford.
,,	Christmas *v.* Green.
London.	Dale *v.* Paterson.

NEW CASES.—HILARY TERM, 1859.

CROWN PAPER.

Kent.	The Queen *v.* The Inhabitants of Cudham (de settlement of E. Wickenden and Another).
,,	The Queen *v.* The Inhabitants of Cudham (de settlement of N. White & Co.)
Cumberland.	Joshua Manners, Appellant; James Carruthers, Respondent.
Warwickshire.	The Queen on the Prosecution of Churchwardens, &c., of Atherstone, Respondents, *v.* The Coventry Canal Navigation Company.

Exchequer of Pleas.

SITTINGS IN BANCO.—HILARY TERM, 1859.

Tuesday,	Jan. 11.	Motions and Peremptory Paper.
Wednesday,	,, 12.	Errors, Peremptory Paper, & Motions.
Monday,	,, 17.	Special Paper.
Wednesday,	,, 19.	
Thursday,	,, 20.	Circuits chosen.
Saturday,	,, 22.	Criminal Appeals.
Monday,	,, 24.	Special Paper.
Wednesday,	,, 26.	

ERRORS AND APPEALS.

FOR JUDGMENT.

Appeal.	M'Manus *v.* The Lancashire & Yorkshire Railway Company (heard 1st Dec., 1858).

FOR ARGUMENT.

Error.	Walker *v.* Goe and Another, Clerks, &c.
Appeal.	Paul, P. O., &c., *v.* Joel.
,,	Williams *v.* Eyton.
Error.	Cammell and Others *v.* Sewell and Others.
,,	Fox *v.* Hill.
Appeal.	Williams *v.* Smith.

PEREMPTORY PAPER.

To be called on the first day of Term after the Motions, and to be proceeded with the next day, if necessary, before the Motions.

In the matter of George Robert Mossman, Gent., One, &c.
Solomon *v.* Solomon.
In the matter of the arbitration between Robert Bragg and Charles Hatcher.

SPECIAL PAPER.

FOR JUDGMENT.

Dick *v.* Tolhausen (Argued June 7, 1858).

FOR ARGUMENT.

Dems.	Brewer *v.* Dimmack and Another (part heard—standing for arrangement)
Dem.	London and North Western Railway Company *v.* The Great Western Railway Company (to stand over for arrangement).
Sp. case.	Parker *v.* Ince (part heard—to stand over till Boyd *v.* Robins disposed of).
Appeal.	Furber *v.* Sturmey.
Dem.	Collins *v.* Cave.
,,	The Low Furness Iron and Steel Company (Limited) *v.* Campbell (to stand over till issues in fact tried).
Dem.	Snodin *v.* Boyce.
Sp. case on award.	Kitchen *v.* Quilter.
Dem.	Young, Assignee, &c., *v.* Hughes.
,,	Bibby *v.* Carter.
Appeal under 20 & 21 Vict. c. 43	The Queen on the Prosecution of the Blackpool Local Board of Health *v.* Bennett.
,,	Same *v.* Kenyon.
Dem.	Philps and Others *v.* Clift.
Appeal under 6 & 7 Vict. c. 68, and 11 & 12 Vict. c. 43	Davys *v.* Douglas.
Sp. case.	Farmer and Others *v.* Smith.
,,	Garton and Another *v.* The Bristol and Exeter Railway Company.
Dem.	Hart *v.* The South Wales Railway Company,
,,	The Metropolitan Saloon Omnibus Company *v.* Hawkins.
Sp. case.	The New Brunswick and Canada Railway and Land Company *v.* Muggeridge.
Dem.	Baynham *v.* Manning.
Appeal under 20 & 21 Vict. c. 43	Toomer, Respondent; Dunsford, Appellant.
Sp. case.	Gilbertson *v.* Richards and Others.

NEW TRIAL PAPER.

FOR JUDGMENT.

London.	Zipcy *v.* Hill.
Lincoln.	Harris and Others, Assignees, &c., *v.* Rickett and Another.

FOR ARGUMENT.

London.	Bovill *v.* Pimm and Another.
,,	Wyborn *v.* The Great Northern Railway Company.
Middlesex.	Tarlington *v.* Starey and Others.
York.	Hardcastle *v.* The South Yorkshire Railway and River Dun Company.
Durham.	Stratton *v.* Geldred and Others.
,,	Robson *v.* Turnbull.
Carlisle.	The National Guaranteed Manure Company *v.* Donald and Another.
Liverpool.	Gibbs and Others *v.* The Mersey Docks and Harbour Board.
,,	Sheldon *v.* The East Indian Railway Company.
,,	The Liverpool Borough Bank *v.* Eccles and Others.
,,	Hernaman and Others, Assignees, &c., *v.* Pilling and Another.
Chelmsford.	Keen *v.* Priest.
,,	Goodwyn *v.* Cheveley.
Guildford.	Hills *v.* The London Gas Light Company.
Bristol.	Futcher *v.* Hinder (stands over).
Nottingham.	Cummins *v.* Warner.
Chester.	Hardon and Another *v.* Hesketh.
Stafford.	Brown *v* Robins.
,,	Webb *v.* Ross.
,,	The Birmingham Plate and Crown Glass Company *v.* Walker (first action).
Monmouth.	Lawrence *v.* Brown.
	Williams *v.* The Great Western Railway Company.

Common Pleas.

ENLARGED RULES.—HILARY TERM, 1859.

REMANET PAPER.

To the First Day of Term.

Shadwell *v.* Shadwell and Another, Executors for Atkinson & Fawcett and Others.
Insull and Wife *v.* Moojen.

To the Tenth Day of Term.

Notman and Another *v.* The Anchor Assurance Company (until application to the Court of Chancery is disposed of).
Nutt *v.* The Midland Railway Company.

To the Fourth Day of Term next after Trial.

Slipper *v.* Back.
Erwin *v.* Back (until Proceedings in Chancery disposed of).
Walter and Ux. *v.* Whitaker (until Judgment given in House of Lords).
Broadbent *v.* The Imperial Gas Light and Coke Company.

NEW TRIALS.

Michaelmas Term, 1857.

Chester.	Highfield and Others *v.* Massey and Others (in ejectment).

Easter Term, 1858.

London.	Beckh *v.* Page and Another.
,,	Fitzgerald and Others *v.* Dressler.

Michaelmas Term, 1858.

Middlesex.	Grafton *v.* King.
,,	Holmer *v.* Ponsford.
London.	Cox *v.* Muncey.
,,	Rehder and Another *v.* Strauss.
,,	Wright and Another *v.* Pearn and Others.
,,	Bernstein *v.* Baxendale and Others.
,,	Cahill and Another *v.* Dawson.
,,	London and Westminster Loan and Discount Company *v.* Drake.

London.	Lancaster and Another *v.* Eve and Another.
,,	Dilnutt *v.* Smeed.
,,	Roberts *v.* Brett.
Warwick.	Tedd and Ux. *v.* Douglas.
Suffolk.	Eastern Counties Railway Company *v.* Dorling.
,,	Maunall and Others *v.* Fisher and Another.
Chester.	Jones *v.* Williamson.
Surrey.	Marquis of Camden *v.* Batterbury.
,,	Baillie *v.* Jay.
Stafford.	Ferrall *v.* Hilditch.
Liverpool.	Bolckow and Another *v.* Kuttner and Another.
Cardigan.	Clarke *v.* Dickson.
Devon.	Rogers *v.* Pickford and Another.
Bristol.	Holmes *v.* Mitchell.
Cornwall.	Phillips *v.* Ball and Others (suspended).
London.	Staff *v.* Jullien.
,,	Smith *v.* Manners and Another.

STANDING FOR JUDGMENT.

Greenough *v.* Eccles.
Ingham *v.* Primrose.
Hughes and Others, Appellants; Denton, Respondent.

DEMURRER PAPER.

Tuesday, Jan. 11 ..... } Motions in Arrest of Judgment.
Wednesday, ,, 12 ..... }
Thursday, ,, 13 ..... }
Friday, ,, 14 ..... }

SPECIAL ARGUMENTS.

Monday, Jan. 17.

Dem.	Legg *v.* Cheesebrough and Another.
,,	Eastern Counties Railway Company *v.* Dorling.
,,	Barber *v.* Lesiter.
Case by Order.	Morgan and Another, Assignees, &c., *v.* Taylor.
Dem.	Chope and Another *v.* Reynolds.
,,	Clift *v.* Philps and Others. (Ordered to keep its place, in case plaintiff should demur to amended plea.)
,,	Bagallay and Others *v.* Pettit and Others.
,,	Smith *v.* Manners and Another.
Case Ni. Prius.	Balfour and Another *v.* Ernest.
Dem.	Cox *v.* Muncey, per Cur. The rule for new trial to be argued with Dem.
,,	Smith *v.* Roche.
,,	Glyn, Bart., *v.* The Aberdare Valley Railway Company.
,,	The Wolverhampton New Water Works Company *v.* Hawksford.

Thursday, Jan. 20.

Dem.	Bowman *v.* Morris and Others.
,,	Ennis and Others *v.* Burgess.
,,	Wolverhampton New Waterworks Company *v.* Holyoake.
Co. Ct. Appeal.	The Hoddesdon Gas and Coke Company, Appellants, *v.* Haslewood, Respondent.

Monday, Jan. 24.

Court of Probate,

AND

Court for Divorce and Matrimonial Causes.

SITTINGS IN HILARY TERM, 1859.

Thursday	Jan. 13	Monday	Jan. 17
Friday	,, 14	Tuesday	,, 18
Saturday	,, 15	Monday	,, 31

TRIALS BY JURY.

Thursday	Jan. 20	Tuesday	Jan. 25
Friday	,, 21	Thursday	,, 27
Saturday	,, 22	Friday	,, 28
Monday	,, 24	Saturday	,, 29

Motions will be taken on Thursday, January 13; Monday, 17; Monday, 24; and on Monday, 31.

Papers for Motions are to be left with the Clerk of the Papers before two o'clock, p.m., on the third day before the Motion is heard, exclusive of Sundays.

The Court will sit at Westminster, at eleven o'clock, a.m., on each of the above days.

The Judge will sit in Chambers, at Westminster, on Tuesday, January 11; Wednesday, 19; Wednesday, 26; and Monday, 31; each day at eleven o'clock.

Divorce Court.

The Judges constituting the Full Court, on Saturday, the 8th, and Monday, the 10th days of January inst., will be Lord Campbell, Mr. Baron Martin, and the Right Hon. Sir C. Cresswell.

Births, Marriages, and Deaths.

BIRTHS.

BOULGER—On Jan. 1, at 128 Cambridge-street, Eccleston-square, the wife of John Boulger, Esq., Barrister-at-Law, of a son.

CURTIS—On Jan. 4, at Preston, near Wingham, Kent, the wife of Frederick T. Curtis, Esq., Barrister-at-Law, of a daughter.

ELLIS—On Jan. 4, at Morden-hill, Lewisham, the wife of John Ellis, Esq., of a daughter.

GRIFFITH—On Dec 31, at Bryn Llanrwst, the wife of John Robert Griffith, Esq., Solicitor, of a daughter.

HOLGATE—On Jan. 3, at Hendon, the wife of Wyndham Holgate, Esq., Barrister-at-Law, of a son.

HORNBY—On Dec. 21, at Bebeck, on the Bosphorus, the wife of Edmund Hornby, Esq., Judge of Her Majesty's Supreme Consular Court of the Levant, of a son.

LOTT—On Jan. 1, at Hornsey-road, the wife of Thomas Edward Lott, of a son.

MORRIS—On Jan. 2, at Dawson Court, Blackrock, county Dublin, the wife of William O'Connor Morris, Esq., J.P., Barrister-at-Law, of twin daughters.

TURNER—On Dec. 28, at Alie-place, Goodman's-fields, the wife of Mr. Alfred Turner, of a son.

WALTERS—On Jan. 4, at 7 St. George's-terrace, Regent's-park, the wife of Laundy Walters, Esq., of a son.

WEALL—On Jan. 1, at Woodcote-villa, Loughborough-park, Mrs. William Weall, of a daughter.

MARRIAGES.

CHING—PARKER—On Jan. 4, at Wanstead church, by the Rev. Chas. Mayor, uncle of the bride, William J. Ching, Esq., of 22 Montague-place, Russell-square, eldest son of the late William John Ching, Esq., Barrister-at-Law, to Alice S. Parker, second daughter of William Augustus Parker, Esq., of Snaresbrook, Essex.

HOOKER—WILDASH—On Dec. 29, at Davington church, Kent, by the Rev. J. Blunt, Edward Miles Coverdale Hooker, M.R.C.S., L.S.A., and L. M., younger son of Edward Hooker, Esq., Solicitor, Sheerness, to Anne eldst daughter of Isaac Wildash, Esq., of Davington-hall.

STEWART—WINSLOW—On Jan. 4, at St. George's, Bloomsbury, by the Rev. George E. Winslow, vicar of Tugby, Leicestershire, and the Rev. J. Haldane Stewart, rector of Millbrook, Hants, John Stewart, Esq., of Lincoln's-inn, Barrister-at-Law, eldest son of Duncan Stewart, Esq., Attorney-General of Bermuda, to Anne, fourth daughter of the late Thomas Forbes Winslow, Esq., of 21 Montague-place, Russell-square.

WALKER—BADFORD—On Jan. 4, at the church of the Holy Trinity, Gray's-inn-road, by the Rev. Robert Chatts Hopson, Pinckney Walker, Esq., B.A., Jesus College, Cambridge, of the Middle Temple, Barrister-at-law, to Cora Caroline, only daughter of the late William Badford, of Bristol.

DEATHS.

BOTHAMLEY—On Jan. 5, the infant son of T. H. Bothamley, Esq.

DESBORQUGH—On Jan. 3, of diphtheria, at Beckenham, Kent, Fanny Sophia, seventh surviving daughter of Henry Desborough, Esq., in her 12th year.

LEWIS—On Dec. 31, at St. Leonards-on-the-Sea, Benjamin Lewis, Esq., of Park-villas, Granville-park, Blackheath, late chief clerk in the office of the Accountant-General of the Court of Chancery.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

ASTLEY, CAROLINE AUGUSTA, Spinster, Upper Titchfield-street, One Dividend on £43 per annum Long Annuities.—Claimed by HENRY EDWARD ASTLEY, one of her executors.

BEARD, CHARLES, Gent., King's-road, Chelsea, JOHN BEARD, Gent., Brummell's-road, Clapham, MARTHA COOK, Widow, Hertford, now wife of Felix Baker, Gent., Tunbridge, Kent, £309 : 11 : 8 New Three per Cents.—Claimed by JOHN BEARD, MARTHA BAKER, and RICHARD THORP.

BLENCOWE, ROBERT WILLIS, Esq., Hooke, Lewes, and ROBERT DALZEL THOMSON, Esq., Chatrilton, Jamaica, £1092 : 8 : 6 Consols.—Claimed by ROBERT WILLIS BLENCOWE and ROBERT DALZEL THOMSON.

BLYTH, SAMUEL, Esq., Holles-street, Cavendish-square, One Dividend on £1688 : 17 : 1 Consols.—Claimed by SAMUEL BLYTH, the acting executor.

BOUCHET, ANASTASIA ELIZABETH, Spinster, Picton-hall, Salop, since wife of Edward Joseph Smythe, Esq., Acton Burnell, Salop, Two Dividends on £2424 : 14 : 5 Consols, and Two Dividends on £998 : 10 : 1 Reduced.—Claimed by ANASTASIA ELIZABETH MOSTYN, wife of EDWARD HENRY MOSTYN, formerly wife of Edward Joseph Smythe.

CURRY, WILLIAM, Farmer, Morton Carr, Ormsby, Cleveland, Yorkshire, and THOMAS HEBRON, Yeoman, Great Ayton, Yorkshire, Three Dividends on £1000 Consols.—Claimed by WILLIAM CURRY and THOMAS HEBRON.

DELVES, WILLIAM, Esq., Hastings, Sussex, One Dividend on £3807 : 17 : 7 Reduced.—Claimed by WILLIAM DELVES.

EDGEWORTH, CHARLES SNEYD, Esq., Worton Hall, Isleworth, One Dividend on £3120 : 18 : 9 3¼ per Cents.—Claimed by CHARLES SNEYD EDGEWORTH.

FALKINER, CHARLES LESLIE, Esq., Brighton, Sussex, £473 : 15 : 6 New Three per Cents.—Claimed by Sir SAMUEL EDMUND FALKINER, Bart., his sole executor.

GANDON, JONAS, Cooper, Osborne-place, Whitechapel, and CHARLES GANDON, a Minor, £50 New Three per Cents.—Claimed by CHARLES GANDON, now of age, the survivor.

HAILSTONE, Rev. JOHN, Trinity College, Cambridge, One Dividend on £7000 3½ per Cents.—Claimed by Rev. JOHN HAILSTONE, the surviving executor.

HEDGES, THOMAS, Esq., Russley-park, Bishopstone, Wilts, Two Dividends on £1048 : 13 : 2 New 3½ per Cents.—Claimed by THOMAS HEDGES.

HEWITT, JAMES, Gent., Covent-garden, and MARY ANN HEWITT, his wife, Four Dividends on £10 : 9 : 0 per annum Long Annuities.—Claimed by MARY ANN HEWITT, the survivor.

JOHNSON, WILLIAM, Merchant, Crutched-friars, One Dividend on £4000 Consols.—Claimed by THOMAS JOHNSON, one of his executors.

MANNING, ALDERMAN, Esq., Dedham, Essex, Two Dividends on £32 : 9 : 5 per annum Long Annuities.—Claimed by JANE MANNING, Spinster, one of his executors.

MORRISON, MARTIN, and RICHARD MORRISON, Esqs., both of Newport, Monmouthshire, One Dividend on £69 : 19 : 9 per annum Long Annuities.—Claimed by MARTIN MORRISON.

NELTHORPE, CHRISTIAN, Widow, South Ferriby, Lincolnshire, JOHN SOWARD, Gent., Drury-lane, and WILLIAM THOMAS SMART, Gent., Milk-st., £146 : 11 : 6 New 3 per Cents.—Claimed by WILLIAM THOMAS SMART, the survivor.

NORRIS, Rev. EDWARD, Little Russell-street, Bloomsbury, Rev. JAMES YORKE BRAMSTON, Golden-square, Rev. FRANCIS TUTE, Golden square, and Rev. THOMAS GRIFFITHS, Old Hall-green, Herts, One Dividend on £3109 New 3½ per Cents.—Claimed by MICHAEL FORRISTALL, acting executor of Rev. Edward Cox, who was surviving executor of Rev. Edward Norris, who was the survivor.

NORRISS, Rev. EDWARD, Little Russell-street, Bloomsbury, One Dividend on £4000 Reduced.—Claimed by MICHAEL FORRISTALL, acting executor of the Rev. Edward Cox, who was surviving executor of the said Rev. Edward Norriss.

PEARSON, FREDERICK BURNETT, Esq., Piccadilly, One Dividend on £1700 Consols.—Claimed by FREDERICK BURNETT PEARSON.

PLANTA, JOSEPH, Esq., of the Treasury, ARTHUR POTT, Esq., East Sheen, Surrey, Sir GEORGE GERARD DE HOCHEPIED LARPENT, of Austinfriars, and Right Hon. CHARLES TENNYSON D'ETYNCOURT, Park-street, Westminster, One Dividend on £2000 3½ per Cent.—Claimed by ARTHUR POTT.

PLASKET, ANNE, Widow, St. Helier's, Jersey, ARCHIBALD WHITE HOPE, Colonel of Artillery, United Service Club, and THOMAS HENRY PLASKET, jun., Esq., Old Burlington-street, £500 Consols.—Claimed by ANNE PLASKET, ARCHIBALD WHITE HOPE, and THOMAS HENRY PLASKET, jun.

PROCTER, ELIZABETH REBECCA, Widow, and MARY PROCTER, Spinster, both of Compton-terrace, Islington, One Dividend on £3000 Consols.—Claimed by MARY MANN, wife of John Mann (formerly Mary Procter, Spinster).

RUSSELL, EDWARD, Gent., New Romney, Kent, JOHN CHAMNEY, Gent., Dublin, and FELIX CHARLES EATON, Gent., of same place, One Dividend on £606 : 11 : 8 Irish Five per Cents.—Claimed by JOHN CHAMNEY.

STEPHENS, FERDINAND THOMAS, Clerk, Baker-street, Portman-square, £400 Reduced,—Claimed by FERDINAND THOMAS STEPHENS.

TRIBE, JOHN, Gent., Fittleworth, Sussex, Three Dividends on £600 Consols. —Claimed by HARRIET TRIBE, Widow, one of his executors.

YORKE, DOROTHEA, Spinster, Dothyfyd, Denbighshire, Five Dividends on £733 : 19 : 2 Consols.—Claimed by GEORGE CUMMING, her surviving executor.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette and elsewhere during the Week.

PATERSON, Rev. WILLIAM RENNIE, a native of Preston-pans, and long a resident in Edinburgh, lately deceased. His nephews and nieces, and in particular the children of his two deceased brothers, Thomas Paterson, a gardener (who died at Stockbridge, Edinburgh), and John Paterson, a tailor (who died in London), to produce evidence of their relationship on or before Feb. 20, to James Robertson, W.S., 11 Heriot-row, Edinburgh.

ROBINSON, SARAH, Widow, formerly of Seabright-place, afterwards of Gloucester-street, Hackney-road. Her next of kin to apply immediately to Alfred Mayhew, Solicitor, 26 Carey-street, Lincoln's-inn.

SMITH, Mrs. MARY, Widow, late of Leamington (who died on July 14, 1858). Mary Smith, formerly Mary Seant, Spinster, was married first to John Yorke, Gent., Liveden-lodge, Brigstock, Northamptonshire, and secondly, to Thomas Smith, Banker, Oundle. Her next of kin to apply to Messrs. Edmonds & Pooley, Solicitors, Oundle, Northamptonshire.

Railway Stock.

RAILWAYS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc.	..	..	..	..	..	..
Bristol and Exeter	95½ ½	90 89½	95⅝	95⅝	95½	95½ ½
Caledonian	88½ ⅜	89½ 90	90¼ ½	88½ ⅜	88½ ⅜	88½ 90
Chester and Holyhead..	48 7⅜	47½ 7 ⅜	46⅝ 5⅜	46⅝ ⅜	46⅝ ⅜	46⅝ 8⅜
East Anglian	16⅜	..	17⅛	..	..	..
Eastern Counties	64½ ⅜ 4	64½ ⅜	64½ 4	63½ 2⅜	62½ 3	63½ 3 ½
Eastern Union A. Stock.	..	..	..	..	..	..
Ditto B. Stock	..	..	..	..	..	..
East Lancashire	..	..	..	..	..	..
Edinburgh and Glasgow	70	..	..	..	70	70
Edin. Perth, and Dundee	..	..	79½	79	29½ 8½	29 ½ 9
Glasgow & South-Weste.	..	..	..	..	..	..
Great Northern	..	..	107½ 7	106½ ½	106½ ½	106½ 6⅜
Ditto A. Stock	..	..	93	91	91	91
Ditto B. Stock	..	..	133	..	..	133½
Gt. South & West. (Ire.)	..	..	..	104½	..	104½
Great Western	56⅜ 7⅜	56 ⅜ ½	57⅜ ⅜	57 6⅛ ⅜	56⅜	57 ⅜ ½
Do. Stour Vly. G. Stk.	..	..	..	..	..	..
Lancashire & Yorkshire	99⅜ ⅜	99⅜ ⅜	99¼ 8⅛	98¾ ½ ⅜	98½ ⅜	98⅜ ⅜
Lon. Brighton & S. Coast	112	112½	112	..	..	..
London & North-Wstrn..	97⅜ ½ ⅜	98½ 7⅜	97⅝ ½ ⅜	97⅛ 6⅞	96⅜ ⅜	97⅛ ½ ⅜
London & South-Westrn.	95½	95½ ⅜ ½	95½	95 4⅜	94⅜	95 4⅜ ½
Man. Sheff. & Lincoln..	39⅜	40⅜ 40	40 ⅜	..	39⅜ 40	39⅜ 40⅜
Midland	103⅜ ⅜	103½ 3⅜	103⅜ ⅜	103 2⅜	102⅞ 3⅛	103 2⅜
Ditto Birm. & Derby	..	..	..	76	..	76
Norfolk	..	..	..	..	66⅜	66⅜ 6
North British	63½ 2⅜	62⅜ 2⅜	62⅜ ⅜ 2	61½ ⅜	61 ⅛	61½ ⅜ ⅛
North-Eastern (Brwck.)	95 4⅜	95½ ⅜ 5	95 4⅛ ⅛	94	93½	94 ⅛
Ditto Leeds	49½ ⅛ ⅜	50 ⅜ ⅛	50½ 49⅜	48⅜	48⅜	48⅜ 9⅛
Ditto York	78⅜	79⅜ ⅛	79 8⅜ ⅛	78⅜ ⅞	78 7⅛	78⅜ ⅛ ⅜
North London	..	103 2⅛	..	..	..	102
Oxford, Worc. & Wolver.	..	..	32½	..	31	31
Scottish Central	..	..	..	..	..	..
Scot. N.E. Aberdeen Stk.	28½	..	29⅜	28⅜ ⅜	..	28⅜ ⅜
Do. Scotsh. Mid. Stk.	96	..	..	..	..	..
Shropshire Union	..	..	..	..	..	..
South Devon	37½	37½ 8½	..	..	..	..
South-Eastern	76¾ 5⅜	76⅜	76⅜ ⅜ ⅜	74⅜ 5	..	76⅜ 5⅜
South Wales	..	..	..	74	..	74
Vale of Neath	..	..	92	..	..	91½

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	..	..	226	226	225	225 7
3 per Cent. Red. Ann...	97 ⅛	97 ⅛ 6⅞	97 6⅞ 7	96⅞ ⅛ ⅜	96⅞ ⅛ ⅜	97 6⅞
3 per Cent. Cons. Ann...	..	..	..	..	95⅞ 6	96⅛
New 3 per Cent. Ann...	97⅛ 7⅛	97⅛ 7 ⅛	97⅛	96⅞ ⅛ ⅜	96⅞ ⅜	96⅞ 6⅞
New 2½ per Cent. Ann.	..	..	..	..	..	..
Long Ann. (exp. Jan. 5, 1860)	..	..	1 3-16	..	15-16	..
Do. 30 years (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1880)	..	..	..	..	..	..
Do. 30 years (exp. Apr. 5, 1885)	..	18½	..	..	18½	..
India Stock.....	..	..	..	..	223 2	..
India Loan Debentures..	99⅜ ⅞	99⅞	99⅜ ⅞	99⅞ ⅛ ⅜	99⅜ ⅜	99⅜ ⅛
India Scrip, Second Issue	..	..	..	..	..	..
India Bonds (£1,000) ..	..	..	..	..	..	19s p
Do. (under £1000).....	18s16s p	18s19s p	..	19s p	16s19s p	16s p
Exch. Bills (£1000) Mar.	40s p	..	37s p	..	37s40s p	37s41s p
Ditto June....	40s38s p	37s40s p	37s38s p	40s37s p	40s37s p	37s41s p
Exch. Bills (£500) Mar.	..	..	..	..	37s40s p	37s41s p
Ditto June....	..	..	..	..	40s37s p	37s41s p
Exch. Bills (Small) Mar.	..	..	..	..	37s40s p	37s41s p
Ditto June	..	37s p	40s p	..	40s37s p	37s41s p
Do. (Advertised) Mar.	..	..	..	..	..	..
Ditto June	..	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	..	..	..	..	..
Exch. Bonds, 1859, 3½ per Cent.	100⅛	..	..	100⅛	100⅛	100⅛

Insurance Companies.

	PAID.	PER SHARE.
Equity and Law	£5 19 10	..
English and Scottish Law Life	3 5 0	..
Law Fire	2 10 0	..
Law Life	10 0 0	..
Law Reversionary Interest.....	25 0 0	23 6 8
Legal and General Life	6 9 0	..
London and Provincial Law	3 12 6	..

Estate Exchange Report.

(For the week ending January 6, 1859.)

AT THE MART.—By Mr. MARSH.

Leasehold Residence, No. 35, Chester-terrace, Regent's-park; term, 90 years from Sept., 1825; ground-rent, 50 guineas per annum.—Sold for £2220.

Leasehold Residence, No. 23, Brunswick-square; term, 92½ years from Sept., 1801; ground-rent, £20; let at £80 per annum.—Sold for £530.

Leasehold Stable and Coach House, No. 12, Brunswick-mews; let at £13 per annum; same term; ground-rent, £6 : 6 : 0.—Sold for £50.

Freehold Houses, Nos. 1 & 19, to 30 inclusive, Griffith's Rents, Bermondsey-street, and a plot of Building Ground; let at £161 : 4 : 0 per annum.—Sold for £1100.

Leasehold Dwelling-house, No. 9 Hatfield-place, Stamford-street, Blackfriars-road; let at £20 : 16 : 0 per annum; also Leasehold Ground-rents, 10 guineas per annum, arising from Nos. 7, 8, and 20, Hatfield-place; term, 37 years from Midsummer, 1858; ground-rent, £9 : 17 : 0.—Sold for £155.

Leasehold Houses, Nos. 27 and 28, Brunswick-street, Stamford-street; let at £36 per annum; term, 36 years from Midsummer, 1858; ground-rent, £6 : 6 : 0 per annum.—Sold for £220.

A Policy of Assurance for £500, effected June, 1855, in the Monarch, on the life of a gentleman, now aged 32 years.—Sold for £17.

A Policy for £500, effected May, 1850, in the Licensed Victualler's Office, on the life of a gentleman aged 38.—Sold for £37.

Six £100 shares (paid up), in Vauxhall bridge.—Sold at £18 per share.

Ten £100 shares (all paid) in the Hungerford Market Company.—Sold at £40 per share.

The Reversion of one-eleventh part of £1022 : 8 : 0 Reduced Three per Cents., receivable on the decease of two lives, in the 69th and 55th years of their age respectively; also the reversion to another one-eleventh part or share of the same fund, receivable on the decease of two lives, in the 74th and 55th years of their age respectively; also a reversion to a one-eleventh part of £5450 Consols, receivable on the decease of the life aged 55.—Sold for £220.

A Policy of Assurance for £1000, effected Dec. 1842, with the Equitable Life Assurance Company, on the life of a gentleman, now in his 44th year.—Sold for £115.

The Reversion to a moiety of £950 Three per Cent. Consols, receivable on the decease of a lady, now in the 47th year of her age, provided she has no issue.—Sold for £115.

AT GARRAWAY'S.—By Mr. GARDINER.

Freehold, two houses united, being No. 91, Hatton-garden, and 7, Charles-street, and known as the Globe Tavern; let on lease at £195 per annum.—Sold for £2950.

By Mr. D. CROSIS.

Lease and Goodwill of the "Crown" Public-house, Park-street, Grosvenor-square; term 37 years from Christmas, 1858; at a rent of £45 per annum.—Sold for £810.

Property Sold and Bought in during last three months.

	Sold	Bought in	Total
October	£119,750	£164,000	£283,750
November	220,312	256,579	476,891
December	527,578	53,990	581,568
	£867,640	£473,569	£1,341,209

London Gazettes.

TUESDAY, *Jan.* 4, 1859.

BALLS, THOMAS FITT, Innkeeper & Omnibus Proprietor, Russell-hotel, Ealing. *Com.* Fonblanque: Jan. 19 and Feb. 15, at 1.30; Basinghall-st. *Off. Ass.* Graham. *Sol.* Howard, 9 Quality-ct., Chancery-lane. *Pet.* Jan. 3.

EVANS, THOMAS DIAMOND, Merchant, 16 Bush-lane, Cannon-st., now of 7 Alma-rd., Junction-rd., Upper Holloway. *Com.* Fonblanque: Jan. 18, at 2, and Feb. 15, at 1; Basinghall-st. *Off. Ass.* Stansfeld. *Sols.* Lepard & Gammon, 9 Cloak-lane. *Pet.* Dec. 29.

FOSTER, ANN, Grocer & Mercer, Eynsham, Oxon. *Com.* Evans: Jan. 13, at 12.30; and Feb. 10, at 1; Basinghall-st. *Off. Ass.* Johnson. *Sol.* Ravenor, 29 Doughty-st. *Pet.* Dec. 22.

GALLIENNE, GEORGE, Cutler, 71 Goswell-st. *Com.* Holroyd: Jan. 18, at 2.30; and Feb. 15, at 12; Basinghall-st. *Off. Ass.* Lee. *Sols.* Linklaters & Hackwood, 7 Walbrook. *Pet.* Jan. 4.

HOWARD, FREDERICK JAMES, Grocer, 84 High-st., Chatham. *Com.* Fonblanque: Jan. 18, at 1.30; and Feb. 15, at 12; Basinghall-st. *Off. Ass.* Graham. *Sols.* Doyle, 2 Verulam-bldgs., Gray's-inn; or, Morgan, Maidstone, Kent. *Pet.* Dec. 31.

LOWE, HENRY, Fruiterer, Birmingham. *Com.* Sanders: Jan. 17 and Feb. 7, at 11; Birmingham. *Off. Ass.* Whitmore. *Sol.* Smith, Birmingham. *Pet.* Dec. 27.

NURSE, GEORGE, Livery-stable Keeper, 22 Red Lion-yard, Old Cavendish-st. *Com.* Fane: Jan. 13, at 1.30; and Feb. 11, at 11; Basinghall-st. *Off. Ass.* Cannan. *Sol.* Millman, 1 Danes-inn, Strand. *Pet.* Dec. 31.

PETERS, JOHN, & FREDERICK PEACOCK, Fish Merchants, Lowestoft, Suffolk. *Com.* Evans: Jan. 13 and Feb. 17, at 12; Basinghall-st. *Off. Ass.* Bell. *Sols.* Philpot & Greenhill, Gracechurch-st.; or Seago, Lowestoft. *Pet.* Dec. 30.

SWAINE, WILLIAM, Miller & Corn Dealer, Stevenage, Herts. *Com.* Evans: Jan. 13, at 11; and Feb. 10, at 12; Basinghall-st. *Off. Ass.* Bell. *Sols.* Hare & Whitfield, Mitre-ct., Temple, Agents for Fitz-John, Stevenage. *Pet.* Dec. 29.

FRIDAY, *Jan.* 7, 1859.

BRENDOM, CARL, Licensed Victualler, Liverpool. *Com.* Perry: Jan. 19 and Feb. 7, at 11; Liverpool. *Off. Ass.* Cazenove. *Sol.* Atkinson, North John-st., Liverpool. *Pet.* Jan. 4.

COOPER, JOSEPH, Baker, 61 Friar-st., Blackfriars-rd., and of Gray's-inn-lane, Holborn. *Com.* Fane: Jan. 14, at 11; and Feb. 18, at 2; Basinghall-st. *Off. Ass.* Whitmore. *Sols.* G. & E. Hilleary, 5 Fenchurch-bldgs., Fenchurch-st. *Pet.* Jan. 4.

DEMETRIADI, DEMETRIUS PIETRO, Merchant, Manchester, in copartnership with PIETRO DEMETRIADI, PANAYOLI DEMETRIADI, & PANAYOLI CAURALI, all of Constantinople; at Manchester under firm of D. P. Demetriadi & Co., and at Constantinople under firm of P. Demetriadi & Sons. Jan. 19 and Feb. 23, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Sale, Worthington, & Shipman, Manchester. *Pet.* Jan 4.

FURNELL, THOMAS BREWIN, Draper, Sheffield. *Com.* West: Jan. 15 and Feb. 19, at 10; Council-hall, Sheffield. *Off. Ass.* Brewin. *Sol.* Broomhead, Sheffield. *Pet.* Jan. 1.

M'DONALD, ARTHUR, Innkeeper, Kingston-upon-Hull. *Com.* Ayrton: Jan. 19 and Feb. 16, at 12; Town-hall, Kingston-upon-Hull. *Off. Ass.* Carrick. *Sols.* Moss & Lowe, Kingston-upon-Hull. *Pet.* Dec. 22.

MONK, WILLIAM, Manufacturer, Padiham, Lancashire. Jan. 27 and Feb. 17, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Sale, Worthington, & Shipman, Fountain-st., Manchester. *Pet.* Dec. 31.

SUTHERS, THOMAS, Reed Maker, Mytholmroyd, Halifax. *Com.* West: Jan. 21 and Feb. 18, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sols.* Mitchell, Halifax; or Bond & Barwick, Leeds. *Pet.* Jan. 5.

ZULZER, EDWARD, Merchant, 5 Upper North-pl., Gray's-inn-rd. *Com.* Goulburn: Jan. 17, at 11.30; and Feb. 21, at 11; Basinghall-st. *Off. Ass.* Pennell. *Sols.* Linklaters & Hackwood, 7 Walbrook. *Pet.* Dec. 29.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, *Jan.* 4, 1859.

ADGEL, WILLIAM, Poulterer, 35 Compton-st., Brunswick-sq. (instead of for allowance of *Certificate*, as advertised in last Friday's *Gazette*.) Jan. 25, at 11; Basinghall-st.

BAKER, JAMES NEWLAND, Auctioneer, Alton, co. Southampton. Jan. 25, at 2; Basinghall-st.

BRADLEY, BENJAMIN, Iron Merchant, Manchester. Jan. 27, at 12; Manchester.

BRANSON, THOMAS PALMER, Grocer, Loughborough. Jan. 25, at 11; Shire-hall, Nottingham.

CROFTS, JAMES, Mine Share Broker, 49 Threadneedle-st. Jan. 27, at 11; Basinghall-st.

FANCOTT, THOMAS FREDERICK, Hosier, Stourbridge, and Wordsley. Jan. 26, at 11; Birmingham.

JONES, RICHARD PARRY, Scrivener, Whitchurch. Feb. 10, at 11; Birmingham.

MARKS, JOHN, Upholsterer, Leamington Priors. Jan. 26, at 11; Birmingham.

MAYO, GEORGE JEFFRIES, Grocer, Derby. Jan. 25, at 11; Shire-hall, Nottingham.

WATSON, WILLIAM PETRIE, Brick & Tile Maker, Branksea Island, Dorset, and Little Abingdon-st., Westminster. Jan. 26, at 12; Basinghall-st.

FRIDAY, *Jan.* 7, 1859.

ARKLE, JAMES, Currier, Sunderland. Jan. 18, at 1; Royal-arcade, Newcastle-upon-Tyne.

DARNTON, WILLIAM, Pianoforte Manufacturer, 116 Upper-st., Islington. Jan. 29, at 11; Basinghall-st.

ECCLES, CECILY, Draper, St. Helen's, Lancaster. Jan. 28, at 11; Liverpool.

M'CURTIN, WILLIAM, & JAMES SCOBLE RILEY, Commission Merchants, Liverpool. Jan. 28, at 11; Liverpool.

MACHIN, THOMAS, Contractor & Builder, Peterborough. Jan. 28, at 11.30; Basinghall-st.

MASONS, WILLIAM, Draper, Smethwick. Jan. 28, at 11; Birmingham.

PITHEY, WILLIAM, Merchant, 25 Philpot-lane, Fenchurch-st. Feb. 1, at 11; Basinghall-st.

REEVES, JOHN FAY, JOHN FREDERIC REEVES, ORLANDO REEVES, & ARCHIBALD REEVES, Scriveners, Taunton; joint est.; and sep. est. of each. Jan. 30, at 12; Queen-st., Exeter.

SALT, HERBERT, Flour Dealer, Everton, near Liverpool. Jan. 28, at 11; Liverpool.

SAUNDERS, ROBERT GILBERT, Merchant, 16 Bush-lane, Cannon-st.; and of Skinner-st., Snow-hill, Coffee-house Keeper. Jan. 18, at 1; Basinghall-st.

SLADE, WILLIAM, Paper Maker, Bagnor Paper Mills, Bagnor, near Newbury, and East Hagbourne, Berks, Hurstbourne Priors, near Whitchurch, co. Southampton. Jan. 19, at 3; Basinghall-st.

TAYLOR, THOMAS JARMAN, Grocer, Stoke Newington-rd. Jan. 28, at 12; Basinghall-st.

TRISTRAM, HENRY, Broker, Liverpool. Jan 28, at 11; Liverpool.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Jan.* 4, 1859.

BARNSDALE, GEORGE HUNT, Builder, Millfield, near Peterborough. Jan. 26, at 12.30; Basinghall-st.

CHRISTIAN, HENRY, Coffee Merchant, 9 Mincing-lane. Jan. 26, at 11; Basinghall-st.

DAVIS, JOHN THOMAS, Grocer, Alton. Jan. 26, at 12; Basinghall-st.

EALAND, EDWIN NATHANIEL, Plumber, Birmingham. Jan. 26, at 11; Birmingham.

EDWARDS, JOHN, Linen Draper, 17 Margaret's-bldgs., Bath. Jan. 25, at 11; Bristol.

FORD, RICHARD, Licensed Victualler, Wolverhampton. Jan. 28, at 11; Birmingham.

HUNT, GEORGE, Trunk Maker, Above-Bar, Southampton. Jan. 27, at 11.30; Basinghall-st.

LYON, HENRY PHILLIP, Licensed Victualler, 28 & 29 Brooke-street, Holborn. Jan. 27, at 11; Basinghall-st.

SPENCER, FREDERICK, Mercer, Birmingham. Jan. 28, at 11; Birmingham.

FRIDAY, *Jan.* 7, 1859.

BAYLIS, MOSES BULLOCK, Tailor, 1 Sloane-st., Knightsbridge. Jan. 31, at 2; Basinghall-st.

BESSON, JAMES, Ironfounder, Derby. Feb. 1, at 11; Shire-hall, Nottingham.

BRYAN, THOMAS, Hatter, Liverpool. Jan. 28, at 11; Liverpool.

EDMANSON, JABEZ, Linen Draper, Angel-st., Sheffield. Jan. 29, at 10; Council-hall, Sheffield.

GODDARD, WILLIAM, Shoe Manufacturer, Leicester. Feb. 1, at 11; Shire-hall, Nottingham.

HANSON, JOSEPH, Grocer, Halifax. Jan. 28, at 11; Commercial-bldgs., Leeds.

HOW, FREDERICK, Butcher, Whitstable. Jan. 28, at 1.30; Basinghall-st.

PATCH, JOHN, Grocer, Northampton. Jan. 29, at 12; Basinghall-st.

SAUNDERS, RICHARD WELLS, Saddler, Thame. Jan. 28, at 12.30; Basinghall-st.

STEEL, THOMAS, Shipowner, Torquay. Feb. 9, at 11; Queen-st., Exeter.

TAYLOR, GEORGE, Publican, Swinderby. Feb. 1, at 11; Shire-hall, Nottingham.

WOOLLATT, WILLIAM, Lace Manufacturer, Nottingham. Feb. 1, at 11; Shire-hall, Nottingham.

WRIGHT, ROBERT, & GEORGE ELLIOTT WRIGHT, Wharfingers, Leeds, and 17 Harp-lane, Middlesex. Jan. 26, at 11; Commercial-bldgs., Leeds.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Jan.* 4, 1859.

BENTON, JAMES, & WILLIAM WILKINSON, Fruiterers, Birmingham. Dec. 31, 2nd class.

CARMICHAEL, JOHN, Merchant, Liverpool. By order of Lords Justices, 1st class.

FOSTER, SAMUEL, Dyer, Morley. Dec. 23, 3rd class.

GOODACRE, ANN MARGARET, Grocer, Edenham. Dec. 28, 3rd class.

GRAY, GEORGE WALKER, Builder, Nottingham. Dec. 28, 3rd class.

JENNINGS, GEORGE, Butcher, Hampton-in-Arden. Dec. 24, 3rd class.

MIDDLETON, JAMES, Iron Founder, Westbromwich. Dec. 29, 3rd class.

MOODY, CHARLES, Builder, Derby. Dec. 28, 3rd class; after a suspension of 3 mos.

POWELL, JOHN, & THOMAS POWELL, Awl Blade Makers, Birmingham. Dec. 30, 2nd class.

SCAMPTON, ROBERT, Worsted Spinner, Leicester. Dec. 28, 3rd class.

WALES, EDWARD, Coal & Ironstone Master, Cobridge. Jan. 3, 3rd class.

WARDEN, EDWIN, Builder, Birmingham. Dec. 31, 3rd class.

FRIDAY, *Jan.* 7, 1859.

ANTHONY, JOHN, Ironfounder, Arundel-crescent. Dec. 30, 2nd class.

COLLS, CHARLES, & JOHN LOWE, Bankers, 10 St. Swithin's-lane, & 29 Henrietta-st., Covent-garden. Dec. 31, 2nd class.

CRABTREE, SAMUEL, Builder, 28 Vine-st., York-rd., Lambeth. Dec. 31, 2nd class.

PLATTEN, ROBERT STIMPSON, Tailor, Burnham Market. Dec. 31, 1st class.

WALES, EDWARD, Coal & Ironstone Master, Bobridge. Jan. 3, 3rd class.

WELDON, WILLIAM, Haberdasher, Sleaford. Jan. 4, 3rd class.

WILLS, JAMES HENRY, Licensed Victualler, Windsor Castle, Hammersmith. Jan. 1, 2nd class.

Professional Partnerships Dissolved.

TUESDAY, *Jan.* 4, 1859.

HODGKINSON, EDWARD, & EDWIN FREND, Attorneys and Solicitors, 17 Little Tower-st; by mutual consent. Debts due to or owing by the said firm will be received or paid by Ed. Hodgkinson, who will carry on the said profession on his sole account. Dec. 31.

SHEARD, HENRY, & JOHN BAKER, Attorneys-at-Law & Solicitors, Cloak-lane; by mutual consent. Dec. 31.

FRIDAY, *Jan.* 7, 1859.

BURDETT, WILLIAM, & WILLIAM FLETCHER, Attorneys & Solicitors, Manchester; by mutual consent. Nov. 30.

PECK, ROBERT WILLIAM, & ROBERT EVANS, Attorneys & Solicitors, Ashton-under-Lyne; by mutual consent. Dec. 31.

Assignments for Benefit of Creditors

TUESDAY, *Jan.* 4, 1859.

CLEGG, JOSEPH, Milliner, Tottenham-ct.-rd. Dec. 16. *Trustee*, L. H. Grant, Commercial Clerk, 108 Wood-st., Cheapside. *Sol.* Lloyd, 26 Milk-st., Cheapside.

CROFT, ROBERT POTTER, Licensed Victualler, Eyre Arms-tavern, St. John's-wood. Dec. 21. *Trustees*, W. J. White, Accountant, 17 Ironmonger-lane: W. Bruce, Gent., Belmont-ter., Studley-rd., Stockwell, Surrey. *Sols.* Flux & Argles, 68 Cheapside.

REDSHAW, ANDREW, Agent & Lithographer, Newcastle-upon-Tyne. Dec. 20. *Trustees*, J. Hare, Bookseller, Newcastle; J. M. Carr, Agent, Newcastle. Creditors to execute before Feb. 20. *Sols.* Kell & Longstaffe, Gateshead.

SANDS, WILLIAM, Carpenter, Swaffham, Norfolk. Dec. 11. *Trustees*, J. Anthony, Farmer, Fincham, Norfolk; H. Plowright, Ironmonger, Swaffham. *Sol.* Winearls, Swaffham.

WEBSTER, WILLIAM, Table Knife Manufacturer & Pork Butcher, Sheffield. Dec. 22. *Trustees*. W. Wolstenholm, Ivory Merchant, Sheffield; J. Parkin, Iron Merchant, Sheffield. *Sol.* Fernell, St. James-st., Sheffield.

FRIDAY, *Jan.* 7, 1859.

CROPPER, HENRY THOMAS, Grocer, Corn-st., Leominster, Herefordshire. Jan. 4. *Trustee*, J. Lewis, Miller, Cholstrey, Leominster. Creditors to execute before Ap. 4. *Sol.* Herbert, South-st., Leominster.

INGLEBY, WILLIAM, Schoolmaster, Blue Style House Academy, Greenwich. Dec. 22. *Trustees*, J. Knightly, Gent., Eltham, W. P. Knightly, Gent., Eltham. Creditors to execute before Mar. 22. *Sol.* Sadgrove, 64 Mark-lane.

RILEY, JOHN, Farmer, Warsop, Notts. Jan. 1. *Trustees*, W. Sadler, Wine & Spirit Merchant, Mansfield; G. Blythe, Butcher, Mansfield. *Sol.* Woodcock, Mansfield.

ROBERTS, JOHN, Flour & Provision Dealer, Mostyn-st., Llandudno, Carnarvonshire. Dec. 9. *Trustee*, W. Williams, Bookkeeper, Liverpool, residing at 25 Alma-st., Everton. Creditors to execute before Mar. 9. Indenture lies at office of S. Lloyd, Stamp-office, Llandudno.

THOMSON, JOHN, Hatter, Sunderland. Dec. 28. *Trustees*, F. Royse, Hat & Cap Manufacturer, Manchester; H. Sunderland, Cap Manufacturer, Leeds. Creditors to execute before Mar. 28. *Sols.* Young, Harrison & Young, 21 Lambton-st., Sunderland.

WEATHERALL, JOSEPH, Merchant, Stockton, Durham. Dec. 22. *Trustees*, W. Bennington, Merchant, Stockton; T. Wren, jun., Merchant, Stockton; E. Corner, Provision & Seed Merchant, Whitby. Creditors to execute before Mar. 22. *Sol.* Dodds, Stockton.

Scotch Sequestrations.

TUESDAY, *Jan.* 4, 1859.

CAMERON, JOHN, Writer, Dingwall, deceased. Jan. 14, at 12; National-hotel, Dingwall. *Seq.* Dec. 30.

CAMPBELL, JAMES, Draper, Golspie and Rogart, Sutherlandshire. Jan. 11, at 12; Hill's-hotel, Goldspie. *Seq.* Dec. 27.

DICKINSON, DAVID, Millwright, Clockmill, Berwickshire. Jan. 10, at 1; Swan-hotel, Dunse. *Seq.* Dec. 28.

FORSYTHE, ANGUS, Draper, Ayton, Berwickshire. Jan. 11, at 11; Swan-hotel, Dunse. *Seq.* Dec. 30.

JONES, THOMAS SNELL, Merchant, Leith. Jan. 10, at 2; New Ship-hotel, Leith. *Seq.* Dec. 31.

M'NAUGHT, JAMES, Painter, North-st., Glasgow. Jan. 13, at 2; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Dec. 31.

MILLER, JAMES, Ledlanet, Kinross-shire. Jan. 8, at 1; Kirkland's-hotel, Kinross. *Seq.* Dec. 29.

WATSON, WILLIAM, & JAMES WATSON, Spade Manufacturers, Marchmont Forge, and residing in Polwarth (W. Watson & Co.) Jan. 12, at 12; Black Bull-hotel, Dunse. *Seq.* Dec. 30.

FRIDAY, *Jan.* 7, 1859.

CHRISTIE, ANDREW, Coalmaster, Dunfermline. Jan. 14, at 11; Georgefirm, Burntisland. *Seq.* Jan. 4.

STEWART, WILLIAM KIRKWOOD (J. W. J. Stewart & Co.), Iron Bedstead Manufacturer, Glasgow. Jan. 14, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Jan. 4.

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THE SOLICITORS' JOURNAL & REPORTER *is published every Saturday morning in time for the early trains, and may be procured direct from the Office, or through any Bookseller or News Agent, on the day of publication.*

Subscribers are informed that the Subscription for Vol. 3 *is* now due. *The amount is* 2*l.* 12*s. per annum for the* JOURNAL AND REPORTER, *and* 1*l.* 14*s.* 8*d., for the* JOURNAL, WITHOUT REPORTS, *which includes all Supplements, Title, and Index, &c., &c. Post Office Orders crossed "& Co.," should be made payable to* WILLIAM DRAPER, 59, *Carey-street, Lincoln's-inn, at the* BRANCH MONEY-ORDER OFFICE, CHANCERY-LANE, W. C.

Advertisements can be received at the Office until six o'clock on Friday evening.

We should feel obliged to our Subscribers if they will inform us at what period they receive the JOURNAL. *It is uniformly posted in time to be forwarded by the Morning Mails, and a considerable extra expense is incurred on that account. We have received, however, so many complaints from Subscribers, who do not receive their copies on Saturday, that it is important to us to know how the delay occurs, in order to adopt measures to have it rectified.*

THE SOLICITORS' JOURNAL.

LONDON, JANUARY 15, 1859.

CURRENT TOPICS.

The three cases of *Marchmont* and *Marchmont, Curtis* and *Curtis*, and *Evans* and *Robinson*, have been again before the Divorce Court this week. In the first case, perhaps, on the whole, the most disgraceful that has come before this tribunal, the Court refused a new trial. In the second, Lord Campbell, on a ground which seems likely to prevail in future, though it was once very jealously admitted, the improbability of the parties living happily together, granted a judicial separation. Costs, in the third, were given against the adulterer, who so nearly succeeded in getting the law on his side. All these cases were of a very painful character; and we fear that public morality will not be much improved by the Court, however necessary it may be to do justice between parties who cannot act with decency towards each other. Perhaps the exposures which have taken place, and the criticisms of the public press upon them, will induce husbands and wives to pursue the course which Napoleon said was advisable in all family quarrels —to wash their dirty linen at home.

A daily contemporary, doubtless for excellent reasons, is very angry at the idea of uniting the courts and offices of law and equity under one roof. The increased convenience to the public which would result from such an arrangement is entirely overlooked, and the opportunity taken for one of those empty attacks on lawyers which are often in favour with those who owe most to the profession. We may comfort ourselves in the reflection that we are used at need if we are abused at leisure, and that it is not the educated and liberal who make these attacks on a hardworking class.

In this case, the Incorporated Law Society and the *Solicitors' Journal* divide the honours, being each charged with divers crimes and misdemeanours, because they wish to see London enjoy the same advantage as Dublin already possesses in the Four Courts, and Edinburgh in the Parliament House. Those who know the public good, as well as the professional convenience, which result in those cities from a common hall of justice, will appreciate the arguments used by us in urging on Government the adoption of the best site and best plan for any new courts. And what is the point on which the wrath of our contemporary affects to be stirred? Is it that the national purse is about to be called upon for a heavy contribution? Not at all. The expense of the projected courts south of Lincoln's-inn-fields would be defrayed, according to the plan proposed, entirely out of the accumulations of the suitors' fee fund, and not a shilling would be asked for out of the public purse. Is it that the present dispersion of courts and offices is defended with the arguments of some recondite philosophy, not yet vouchsafed to ordinary ears? or that the precious scheme which would cram the administration of justice into a nook behind St. Paul's is to be advocated—at least publicly? Neither of the two, as far as we can comprehend the reasoning. The first would be rather too silly, and the second a little too bold. But in absence of any other argument it is gravely advanced that the demolition of the disreputable and rickety buildings between Fleet-street and Lincoln's-inn-fields is an iniquitous proposal, planned for the extirpation of a deserving peasantry by the malice of the Law Institution. It is really too much to be asked to argue on such absurdities as these.

But this benevolent reasoner has, it would seem, a plan of his own—Lincoln's-inn-fields afford an admirable site, and we have nothing to do but to close up the only open space available for the public in that part of London. On sanitary grounds we are as strongly opposed to such a scheme as we are in favour of throwing open Fleet-street. Metropolitan improvement, public health, general convenience, all point to one conclusion; and we should as soon think of delaying this great national benefit for the sake of the Holywell-street population, so dear to our contemporary's heart, as we should of forbearing to stop a rat-hole out of sympathy for the tribe of rat.

The temptation to crime held out by marine store dealers to the poor and vagrant part of the population is continually observed on by magistrates, and pointed out by police inspectors in their periodical reports. The evil is to some extent checked in London and other seaports, because special provisions in the Metropolitan Police Act, and in local acts, render the conviction of a marine store dealer, guilty of feloniously receiving, more easy than it is under the ordinary criminal law. But even in the metropolis, and in seaport towns, such as Liverpool, great mischief is done by this class of dealers, who generally thieve under the disguise of shopkeepers. But in the midland counties the evil, unchecked by any special provision, rises to a monstrous height, and may be considered in many places as the chief cause of crime. The other day one of these traders in dishonesty was indicted at Dudley on two charges, and the clearest evidence was given on the facts; the police deposing that they had traced the stolen articles to the shop, and the child who had been employed to convey them there confessing that it was well known they had been obtained unlawfully. The jury acquitted on both charges, not being satisfied, we suppose, as to the guilty knowledge of the dealer, though no one in court doubted of the use his shop is constantly put to. During the present week another of this class has been summoned before one of the London magistrates, a large quantity of carpet having been found in his possession; but we apprehend that, in this case, punishment is likely to follow. Mr. Kynnersley, the able and respected stipendiary magistrate of Birmingham, whose many years'

experience at the Stafford Sessions bar peculiarly qualifies him for his post, has called attention to this subject, and has prepared a Bill, which he believes would go far to remedy the evil complained of. We are glad to find that his proposal has been taken by the Chamber of Commerce at Birmingham, and that there is a prospect of the Bill being introduced during the next session. We shall give Mr. Kynnersley's paper next week, and we are sure that it will be read with interest.

We may add to the statement contained in our last number, as to the legislative measures which are likely to come before Parliament early in the session, that Lord John Russell will probably bring forward more than one Bill for the consolidation of the criminal law. His Lordship has been for some time a member of the Statute Law Commission, and has been far from satisfied with the shape of the Criminal Law Bills prepared by that body. He has always advocated the entire repeal of disused punishments, so that the sentence passed by the judge may be that which is to be carried out on the prisoner. Nothing can be more undesirable than to stereotype in new consolidating Acts all the old and acknowledged discrepancies and contradictions of our criminal law; and yet it is generally believed that this would be much the effect produced by enacting into law the Bills prepared by the Statute Law Commission. The step which we believe that Lord John Russell is prepared to take will at least obviate this mischief, for if once a measure framed on reasonable principles is laid on the table of the House it will be impossible to proceed with a mere undigested mass of provisions, flung together, and denominated by Parliamentary courtesy a consolidating and *amending* Bill.

On Monday evening next a subject is to be brought before the Law Amendment Society which we think eminently worthy the attention of that body. Of late years—for it is quite a modern regulation—the benchers of the Inns of Court have made it a stringent rule that no solicitor can be admitted as a student to the Inns who has not previously removed his name from the rolls. It is not easy to understand the principle on which such a regulation is based, and it is calculated to tell with extreme hardship and injustice in some cases. As a general rule, it is not desirable for a man to change from that branch of the profession for which he has been trained, and to which, it is to be presumed after due deliberation, he chose to devote his exertions; but there are cases in which such a change is desirable. One noted instance has occurred in our own day. And when once the individual has made up his mind to alter his pursuits, it is not for the interest of society that any artificial obstacle should be thrown in his way. It cannot be forgotten that, had the present rule been in existence fifty years since, it might, in the case we have alluded to, have not only unjustly prevented a gifted man from following that course in life for which his talents best fitted him, but would also have deprived the public of a first-rate advocate, and the State of an able and upright judge.

We are glad to hear that Sir Henry Keating has now recovered from the illness which has so long prevented him from continuing the pursuit of his profession, and that he is likely to appear again in Westminster Hall. Few men have enjoyed more respect and goodwill than he has done during a long practice at the bar; and we do not doubt that the late Solicitor-General will reassume the leading position which he held before his illness, and that fresh professional honours are yet in store for him.

THE EXPERIENCE OF NEW YORK.

We call particular attention to the remarks of Mr. Theodore Sedgewick, which appear this week in our column of communications. Mr. Sedgewick's official position among American lawyers, and his world-wide reputation as a legal author, give to his opinions the weight which always attaches to special experience and knowledge. He has seen the law of New York revolutionised, and the fusion of law and equity carried out under his own eyes, and the deliberate conclusion to which he arrives, after a ten years' trial of the new system, is, that litigation on technical points has been enormously increased, and that an amount of inconvenience has been entailed on the Court which can hardly be realised by those at a distance, and of which there appears at present no reasonable prospect of termination. The practical difficulty which Mr. Sedgewick especially dwells on is the want of any criterion, such as the broad line between common law and equity pleading affords, as to those cases which should be sent to a jury, and those which should be retained for the decision of the judge. In order to arrive at this point it is always necessary to eliminate certain facts, and to map out the case in a definite form; and for this process, so easily and naturally effected by our system of pleading in its present improved condition, the courts at New York seem to lack machinery. But Mr. Sedgewick hints at graver evils; such as the abuses which he evidently dreads arising under a system which has thrown open injunction as a possible remedy for every wrong.

We wish that the gentlemen who are so anxious for rapid and sweeping changes in our legal system would ponder well on these remarks. We do not say that the fusion of law and equity, if wisely and carefully carried out by experienced lawyers, and above all by men versed in the practical details of court business, would be necessarily an evil; but we do say, that the consequences which have resulted in America from this very step are not such as to encourage any hasty legislation. It is often argued that because Scotland, like those continental countries which have similar legal institutions, gets on without a division of law and equity, therefore such a division must be superfluous in England. This is the true sciolist argument, disdaining facts, and ignoring all practical experience. The truth is, that different countries take to different systems of law, just as naturally as they do to different forms of government and different forms of speech. In Scotland, the jury system has always been an exotic plant, and is to this day viewed with indifference and distrust by the great body of Scotch lawyers. In England, though not as ancient as is often supposed, it has become, in a long process of time, the natural and accredited method for settling disputed facts. Any great change of our law, then, which was calculated to create any difficulty in the employment of juries, would be sure to produce embarrassment. It is so, we see, in America, with all the power of elastic adaptation to change so abundantly possessed by the most enterprising nation in the world. In this conservative country, with a judicial bench not peculiarly amenable to novelty, what years of litigation would occupy the courts—what volumes of practice cases would gladden the hearts of the law booksellers—before our revolutionised system settled down into smooth and regular procedure! We all remember the time and pains which it took before the practice under the recent Procedure Acts was fixed by the judges; and though this is no argument against making any real and substantial improvement—any change, that is, which we are certain will be productive of enough good to outweigh the inconvenience of alteration—it is a very strong reason for pausing long and considering well before we rush into what would be little short of legal revolution. The hints of Mr. Theodore Sedgewick arrive at an opportune moment, and deserve to be well weighed. We shall rejoice if their appearance in our columns will induce law reformers to believe that schemes which look sound on paper are not always safe in practice.

The Courts, Appointments, Vacancies, &c.

SWINFEN *v.* SWINFEN.

On Wednesday last the MASTER of the ROLLS gave the following judgment in this case:—The case came before the Court on a motion for a new trial as to the validity of the will of the late Samuel Swinfen, of Swinfen-hall, Staffordshire, the jury in a late trial having found a verdict in favour of the will, and the parties making the present motion contending that such verdict was against evidence. The facts of the case were well known. An old man, three weeks after hearing of the death of his only son, to whom he had left the bulk of his property, makes a new will in favour of his son's wife, then living in the house with and nursing him, and three weeks after making the new will dies. The plaintiff in equity, the heir-at-law of the testator, says, that the new will was a concocted will, which the testator executed while in a state of fatuity, or without knowing what he was about; and the defendant, the devisee, contending that the will was agreeable to the testator's express directions, and executed by him when he was perfectly competent to know what he was doing. The plaintiff's case is—first, that, from the time of the testator taking to his room to the time of his decease (within which period the new will was made) he was gradually in a sinking state, and at the time of making the will in such a state of mind as not to know the nature of the document he was induced to execute; second, that a distinguished medical man, Dr. Evans, after having been expressly sent for by the friends of the devisee to speak to the competency of the testator to make a will, distinctly refused to do so, considering the testator to be wholly incompetent to execute such a document; thirdly, that one of the attesting witnesses to the alleged will, Mr. Simpson, a local solicitor, had, only three days before the will was made, written to his London agent to take proceedings under the Lunacy Act, to protect the testator's property, as he was unable to protect it himself; and fourthly, that certain persons staying on a visit at the testator's house had admitted in letters to their friends that the testator was, at the time the will was executed, in a state of imbecility. In answer to these allegations the defendant contends—first, that the testator, though bodily very ill from the time he took to his room to the time he died, was perfectly competent mentally to execute a will at the time he did so, a fact to which the three attesting witnesses—Dr. Rowley, Mr. Simpson, and the testator's brother, Mr. Charles Swinfen—all swear; secondly, that Dr. Evans did not see the testator, either at the time he gave orders for making his will or at the time when he executed it; thirdly, that the fact of Mr. Simpson having sent to London to take proceedings in respect to the testator's property is explained by the fact of the testator's age and bodily infirmities generally, without reference to his incompetency as to then giving directions for a will; and, fourthly, that the letters referred to, from ladies staying in the house at the time when the will was made, were mere gossiping letters of persons surmising upon the testator's health, but really without the means of ascertaining by personal communication with him what the actual state of his health or the extent of his infirmities, bodily or mental, was. These being the contentions of the parties, the real issue between them could be reduced to this,—that Dr. Evans, who saw the testator on the 3rd and 4th of July—three days before the testator executed the will—considered that the testator was not upon those days in a state competent to make a will; and Dr. Rowley, Mr. Simpson, and Mr. Charles Swinfen, none of whom gained anything under the will, and who saw the testator on the day (the 6th of July) when he gave orders for the will to be drawn up, and the day (the 7th of July) when he executed the will, swear that he, the testator, was perfectly competent to know what he was about, and acted on both occasions without being influenced by any one or anything but himself and his own will. Upon the issue so put the Court was of opinion that the testator must be taken to have been in a competent state when he made the will in question—a decision fully justified by the evidence adduced on the part of the defendant in support of the contentions above set forth. There was no motive which could be alleged against three gentlemen of the position and fair repute which Dr. Rowley, Mr. Simpson, and Mr. Charles Swinfen might claim, for concocting such a will as the one in dispute, except that they were actuated by feelings of commiseration for Mrs. Patience Swinfen, who would have been deprived of the property the testator wished her to have, but which she could not have had if the testator had not been induced to make the will now in dispute. Such a motive, however, could not receive entertainment when the fraud necessary to carry it out was taken into consideration. Whatever may have been the feelings of sympathy which were entertained for Mrs. Swinfen and her friends, it was ridiculous to suppose that three gentlemen of the character and integrity of Dr. Rowley, Mr. Charles Swinfen, and Mr. Simpson would, in order to give expression to their feelings, have lent themselves to a transaction which amounted in itself to little less than forgery, and which could only be perfected by direct perjury. It was but right to say that the evidence of Mrs. Patience Swinfen herself was, in every respect, entitled to credence, and that her conduct, both as regards the testator himself and in regard to the will in her favour, stood unimpeached. She appeared to have taken no steps towards influencing the testator to make a will in her favour; and the present was a proper time for the Court to express an opinion to that effect. The verdict of the Stafford jury appeared to the Court to have properly affirmed the capacity of the testator to make a will at the time he made the one in question, and the motion for a new trial must, therefore, be dismissed with costs.

William Henry Adams, Esq., Barrister-at-Law, is appointed Recorder of Derby, in the room of J. Balguy, Esq., deceased.

A clerkship has become vacant in the office of the Accountant-General of the Court of Chancery, by the death of Mr. Benjamin Lewis.

An assistant-keepership in the Public Record Office has become vacant by the death of Mr. Frederick Devon.

The recordership, vacant by the promotion of Sir Mordaunt Wells to an Indian judgeship, has been given to Mr. Couch, of the Norfolk Circuit.

James Buchanan Macaulay, Esq., C.B., some time Chief Justice of the Court of Common Pleas for Canada West, has received the honour of knighthood.

Recent Decisions in Chancery.

JOINT STOCK COMPANY—INDIVIDUAL LIABILITY OF SHAREHOLDERS.

Re The Athenæum Assurance Society, Ex parte The Prince of Wales Assurance Company, 6 W. R. 765; 7 W. R. 137.

The Joint Stock Companies Act, 1844 (7 & 8 Vict. c. 110) still subsists as the statute regulating insurance companies, and the 66th and 68th sections, upon which many decisions have been given, both at law and in equity, came again under discussion in the above case, in connection with a clause in the policy sued on limiting the liability of individual shareholders. The 66th section of the Act provides that every judgment obtained against any company may be enforced, and execution thereon be issued, not only against the property and effects of such company, but also, if due diligence shall have been used to obtain satisfaction of such judgment by execution against the property and effects of such company, then against the person, property, and effects of any shareholder of such company, in his natural or individual capacity, until such judgment shall be fully satisfied.

The question raised in the above case was substantially the same as that in *Halket* v. *The Merchant Traders' Association* (13 Q. B. 960), where a rule had been obtained to show cause why execution should not issue under the statute, against the person or the property and effects of Lord Talbot, who was a shareholder in the association. The action was one of covenant against an association, completely registered under 7 & 8 Vict. c. 110, on a marine policy. The policy under the common seal of the company contained a proviso, "that the said policy shall in no case extend to charge or render liable the respective proprietors of the said company, or any of them, or any of their heirs, executors, or administrators, to any claim or demand whatsoever, in respect of the said policy, or of the assurance thereby made, beyond the amount of their, his, or her respective individual shares or share in the capital stock of the said company; but that the capital stock and funds of the said company shall alone be charged and liable to answer all claims and demands by virtue of the said assurance, or incidental thereto." Lord *Denman*, C. J., said, the meaning of this clause was, that the assured should look to the funds of the company alone, so far as any remedy at law extended; and that the individual subscribers should be liable only to contribute to the funds of the company to the amount of their respective shares, which liability must be enforced by the company against the subscribers, either at law or in equity, as the case might be, and the enforcement of which liability

might possibly be compelled by the assured by some proceeding against the company. By the contract itself, the plaintiff was precluded from taking any legal proceedings against the individual subscribers. Such was the effect of the proviso in the policy, nor was the result altered by reference to the above sections of 1 & 2 Vict. c. 110. That Act was not intended to do away with the effect of any special contract entered into with a company, but only to enable parties who had recovered on a general contract with the company, not restricted in its terms as to the remedy upon it, to enforce a judgment against the company by execution against the individual members of it, after due diligence used to obtain satisfaction from the funds of the company.

The above-named company was afterwards wound up in Chancery, and the equitable view of the liabilities of its shareholders is stated in *Re The Merchant Traders' Association, Lord Talbot's Case* (5 De G. & S. 386), where Sir *J. Parker*, V. C., said, the decisions at law did not govern the case before him. They only established this, that a policy-holder could not at law sue any individual shareholder of the company; but, nevertheless, the claims of the policy-holders, by virtue of their policies, were charges upon the general funds and assets of the company, which might be enforced by bill in equity or under the Winding-up Acts, or by bankruptcy. Then of what did the funds or assets consist? They must consist, among other things, of the capital which the different shareholders had agreed to subscribe to the funds of the company. The creditors had a right that the amounts of subscription which the shareholders had agreed to make should be made available for their benefit.

It results from these cases, that the contracts entered into by a company may be so framed as to exclude all liability of the individual shareholders at law to the party suing on them; but that in equity contribution will be enforced from the shareholders, and the assets thus realized will be applied in satisfaction of the claims on the contracts. It is also open to the company to provide that its contracts shall, under no circumstances, and neither at law nor in equity, impose upon the shareholders any liability whatever beyond the amount of the shares they have subscribed for. But this must be done by stipulation in the contract itself. An attempt to create a company with limited liability by provisions in the deed of settlement, would not be allowed by law. The deed of settlement is a transaction among the shareholders, and the rights of strangers contracting with the company could not be affected by it. This subject was much discussed in the case of *The Sea Fire and Life Insurance Company, Ex parte Greenwood* (3 D. M. & G. 459). In that case a call was made on all persons, without distinction, whose names were on the list of contributories, some having paid and some not having paid the full amount due on their shares. On an application to discharge the call, it was contended that by one of the clauses of the deed of settlement of the company, the liability of shareholders to third parties was limited to the amount of their shares. But the full Court of Appeal held that the creditors of the company could not, by the operation of this clause and of the Act, lose their right to proceed against the shareholders beyond the amount of their shares. Supposing the deed of settlement of the company had really provided that, in no contingency, and under no circumstances whatever, whether the company prospered or failed, should any shareholder be liable for more than the amount due on his shares, what, inquired Lord *Cranworth*, C., would be the consequence of such a provision? *Stuart*, V. C., had assumed that, in that case, no creditor could come upon a shareholder for more than the amount of his shares. That assumption, said Lord *Cranworth*, militated against the principle of partnership as hitherto understood in this country. The law as to common partnerships applied equally to these companies, and the members could not enter into arrangements absolving themselves from liabilities without the circle of their own deed, that is, from liabilities to third persons. This was how the matter stood independently of the Act, and by the Act the liability to creditors was not materially affected. It is provided by s. 25, that the company shall continue incorporated until it shall be dissolved, and all its affairs wound up, but so as not in anywise to restrict the liability of any shareholders of the company under any judgment obtained against such company, or any of the members thereof. Thus, while the name of an incorporated company was given to the undertaking, one of the essential incidents of a corporation was taken away, or, rather, was not conferred. Lord *Cranworth* also referred to the 66th section, and concluded that "the Legislature had not only not exempted the shareholders from their ordinary obligations as partners, but had expressly enacted that they should remain liable."

Such appears to have been the state of the law upon this subject, when the present case came before the Court. On the first discussion, in July last, a summons had been taken out on behalf of the Prince of Wales Company for liberty to issue execution against a holder of paid-up shares in the Athenæum Society, in respect of a judgment lately recovered at law against the official manager of the Athenæum, which was under process of winding-up. The policy upon which the action was brought contained a proviso, "that the capital stock of £100,000, and other the stock, securities, funds, and property of the society, remaining at the time of any claim or demand made, unapplied, and undisposed of, and inapplicable to prior claims and demands, in pursuance of the provisions of the deed of settlement, shall alone be liable to answer and make good all claims and demands upon the said society, or otherwise, under or by virtue of this policy; and that no director, officer, or shareholder of the said society, his heirs, executors, or administrators, shall, by reason of this policy, be in anywise individually or personally liable or subject to any such claim or demand, or be in anywise charged by reason thereof, beyond the amount unpaid of his shares in the said capital stock, nor longer than he shall retain the same shares." Here, then, was a contract to pay out of the available assets of the company, alone, and without any recourse to the individual shareholders beyond the amount of their shares. The proviso in *Halket* v. *The Merchant Traders' Association* was, that the policy should not charge the shareholders beyond the amount of their shares, but that the capital stock and funds should alone be liable. In that case it was held at law, perhaps by a narrow construction of the proviso, that there was no recourse against the individual shareholders at all. In the case before us, *Wood*, V. C., appeared to think that the individual shareholders would have been liable at law to the amount of their unpaid shares; but the proviso limiting their liability to that amount was unquestionably valid, even at law; and, therefore, as the shareholder had paid up the amount of his shares, he was not liable to the execution.

The case was again brought before the Court last month, upon a motion for leave to prove, in the winding-up, the debt for which judgment had been obtained, and that the official manager might be directed to make such a call upon the contributories as should be sufficient for payment of it. This was an attempt to fix the general body of shareholders with liability beyond the amount of their shares, notwithstanding the provision in the policy that no such liability should arise out of it. The application was supported by ingenious argument, but the cases above cited were as fatal to it as to the previous attempt against an individual shareholder. The order made was that no call be made for this debt upon any shareholders who had paid up the full amount of their shares, nor upon any other persons beyond the amount of their unpaid shares.

VENDOR AND PURCHASER—NOTICE OF COVENANTS IN LEASE.

Grosvenor v. *Green*, 7 W. R. 140.

The principle that notice of a lease is notice of its contents, was laid down by Sir *W. Grant* in *Hall* v. *Smith* (14 Ves. 426), and has been affirmed in many later cases. It applies equally to purchases of leasehold interests, and to purchases of freeholds subject to leases. The case of *Hall* v. *Smith* was one of the latter class. The application of this principle will of course be modified by circumstances; but it appears to be the opinion of Lord *St Leonards*, that it has been rather too rigorously carried out. In his *Vendors and Purchasers* (13th ed. p. 628), he says, "The cases appear to have gone too far, and, particularly as regards sales by auction, are calculated to damage sales; for a prudent purchaser would not bid for an estate let on lease, or held under a lease, without a full knowledge of the contents of the lease." The author's opinion is more fully stated in the judgment in *Martin* v. *Cotter* (3 Jo. & Lat. 497). The passage was quoted by *Wood*, V. C., in the case before us, but he stopped short of a very material part of it, which is as follows:—"The rule perhaps has been carried too far. It is always a question of bona fides. Where the purchaser has completed his purchase the rule is right; but where the purchaser is only bidding for something, and has not been informed of the obligations to which he will be liable in becoming the purchaser, it is always a question of bona fides." It is probable that these expressions of Lord *St. Leonards* may have had some influence in encouraging the litigation of the present, which appears to be a tolerably plain case. The premises were described in the particulars of sale as held under a lease. The conditions of sale provided that the assignment to the purchaser should contain covenants with the vendors, for observance of the covenants and conditions contained in the origina

lease, but without specifying what they were. On the delivery of the abstract, it appeared that the lease contained a covenant against carrying on certain trades, and it was contended that this restriction should have been disclosed at the time of sale, and compensation was now claimed for it. *Wood*, V. C., said, that the case was concluded, and very reasonably, by authority, and he decreed specific performance.

There can be no doubt that this decision would be approved by Lord *St. Leonards*, but cases have occurred opening wide differences of opinion as to the extent to which a purchaser is bound to sift the representations made to him. A good illustration of this will be found in *Dawes* v. *Betts* (12 Jur. 412, 709), in which the original judgment is probably more satisfactory to Lord *St. Leonards* than the reversal of it. There was in that case an agreement to grant a lease for twenty-one years of a house in Highbury-place, according to proposals by which it was stipulated that the lease should contain a covenant by the lessor "not to let any of the land near Highbury-place for the purpose of making and burning bricks," and that the lease should be in the form of one to be inspected at the office of the lessor's solicitor. The form of lease referred to contained a covenant by the lessor not to let the land near Highbury-place for the purpose of making or burning bricks during the term of twenty-one years, if the lessor should so long live; and it turned out, on inspection of the abstract of the lessor's title, that the lessor was only tenant for life of the land, and unable to bind his successors in the ownership by the covenant not to let. It was contended that the reference to the form of the lease obliged the party to go to the solicitor's office and inspect the form before he made the agreement; and that, if he did not, he thereby agreed to take the mere personal covenant of the party. But *Wigram*, V. C., declined to adopt this view. "If," said he, "the party meant really to enter into nothing more than a personal covenant with respect to his own land, being aware at the time that he had no power to bind himself so as to protect the lessee in specie, he was bound to give much more explicit information than this. It is impossible that anyone can read the proposals without concluding that the form referred to was a form calculated to carry out and give effect to the previous agreement—that is, to the substantial agreement—or, in other words, to the representation by the lessor that he had power to protect the lessee in the enjoyment of the house of which he was to become lessee, by a covenant, entered into by the lessor, that he would not let the land. And I cannot understand the reference to the form as anything more than a reference to a form which, according to the representation, would give effect to the agreement; and if the form does not give effect to the agreement, I apprehend the form cannot be put as a matter of substance binding on the lessee." On appeal, Lord *Cottenham*, C., observed, first, that there had been no fraud on the part of the lessor; and further, as the lease was to be granted under a power, that of itself would put the lessee on inquiry whether this leasing power did or did not enable the lessor to bind by covenant other portions of land held under the same title. There was, besides, the reference to the form of lease; and "this form," said his Lordship, "being so referred to is just the same as if it had been recited; and thus there is no possible ambiguity in the terms of the agreement." It appears, however, to have been the opinion of Lord *Cottenham* that the lessee was not really deceived by the terms of the proposal, but knew what he was contracting for, and, on a quarrel arising with the lessor, endeavoured to get rid of his contract on this ground. On the whole, he held, reversing the judgment of the Vice-Chancellor, that no case had been made for resisting a specific performance.

Cases at Common Law specially interesting to Attorneys.

RESPONSIBILITY OF A RAILWAY COMPANY FOR DAMAGE TO PROPERTY ADJACENT TO ITS LINE.

Vaughan v. *The Taff Vale Railway Company*, 7 W. R., Exch., 120.

By the decision of the Exchequer in this case, the responsibility incurred by railway companies, for damage done by them to property which lies contiguous to their line, assumes a well-defined shape; and, we doubt not, one that will, in the railway world, be considered as highly unreasonable. The doctrine laid down by the Court, put in its shortest form, is, that any mischief done must be paid for by the company, provided it could in its nature have been foreseen and avoided by any means, however expensive. The material facts of the case under discussion, which produced this proposition from the bench, were as follows:—The defendants' railway passed through a cutting by the side of a wood belonging to the plaintiff, and fire proceeding from an engine passing through the cutting burnt down this wood. Everything practicable had been done by the defendants to the locomotive engine to make it safe; but it was admitted that to its use at all through the cutting in question (between which and the plaintiff's wood grew some tall, dry grass, of a very combustible nature), the danger of its firing the grass, and ultimately the wood, was incident. To an action against the defendants, to recover damages for the loss occasioned by this fire, there were two distinct defences set up. First, it was said that the defendants were protected by the 14 Geo. 3, c. 78, s. 84, which ordains that no action shall be maintained against any person on whose *estate* any fire shall accidentally begin. But to this the Court replied, that that provision had no application in a case where the fire began from the use of an instrument, known to be dangerous by the owners of the land on which the fire breaks out. Next, it was said that the defendants were protected by 8 & 9 Vict. c. 20 (the Railway Clauses Act), which intended that the purchase-money paid by the company in respect of the portion of the line, on or from which the fire commenced, bought by them under their special Act, should cover all damage sustained by the vendor from such compulsory sale, and therefore must be taken to include the damage now complained of. But the Court said, that such a construction could not be successfully contended for, as the damage in question had been caused by the defendants throwing out lighted coal on *adjoining* lands, and thereby committing a trespass. But the case was decided in favour of the plaintiff on broader principles than those called into play by either of these defences. It was said, in effect, that the plaintiff using, as he did, his land in a natural and proper way for the purpose for which it was fit, viz. the growth of vegetable produce, had a right to say to the defendants and all others, "In coming near my property, you must, at your peril, see that you do me and my land no harm. Your Act may allow you to use engines on your line, but does not permit you, in consequence of such use, to burn my property without paying for it."

It was urged on behalf of the defendants, that the plaintiff had *not* used his land in a proper manner, but, on the contrary, that in covering his land with highly combustible vegetation, he had contributed to his own loss—that negligence on the part of the defendants, *exclusively*, was of the essence of the action, and that none such had been proved. Again, the case of *Blyth* v. *The Birmingham Waterworks Company* (11 Exch. 781), was especially pressed on the Court. There a water company, which had properly observed the directions of their Act in laying down their pipes, was held not to be responsible for an escape of water from them, caused, not by their own negligence, but from the effect of a very severe frost. All these arguments, however, were overruled, and the plaintiff was ultimately allowed by the Court to retain the verdict he had obtained at the trial.

LAW OF VENDOR AND PURCHASER—EFFECT OF NOT MAKING GOOD TITLE TO LAND IN RESPECT OF WHICH A DEPOSIT HAS BEEN PAID.

Simmons v. *Heseltine*, 7 W. R., C. P., 133.

According to the decision in this case, a purchaser of premises, who has paid a deposit thereon, and the title to which on being investigated depends on the existence of a fact which cannot be regarded as reasonably certain, may recover from the vendor both the amount of the deposit and the expense of investigating the title. That an insufficient title was good cause for such an action, was indeed established some time ago, in the case of *Jeakes* v. *White* (6 Exch. 873), but there the sufficiency or otherwise of the title was made, by the Court of Exchequer, to hinge upon what the Common Pleas, in the case under discussion, say is an improper test, viz. whether the title is one which a court of equity would compel an unwilling purchaser to accept. The Common Pleas prefer that the question should simply be, whether the vendor had a good title or not, in accordance with the doctrine they long ago laid down in *Boyman* v. *Gutch* (17 Bing. 379), a decision which was not cited in *Jeakes* v. *White*. Whenever, therefore, the title is a doubtful one, an action for the return of the deposit and expenses may be maintained; for otherwise the purchaser would be put to his election without any fault or negligence of his own, either to forfeit his deposit and stand to the loss of his outlay, or else to "buy a lawsuit."

LAW OF VENDOR AND PURCHASER—EXTENT OF AUCTIONEER'S AGENCY FOR BUYER.

Warlow v. *Harrison*, 7 W. R., Q. B., 133.

Another case on the law of vendor and purchaser. The point here turned upon the liabilities of auctioneers, and the facts were, that the defendant (an auctioneer) had received from the owner a certain horse, to be sold by auction "without reserve." The horse was knocked down to the owner, who overbid the plaintiff, who now contended that, as soon as he had bid, the defendant (as auctioneer) became his agent to complete the contract for the purchase. It was endeavoured to show that this doctrine was a necessary corollary to the rule, that an auctioneer is an agent of the highest bidder, as to be able to bind him within the Statute of Frauds by writing down his name as the purchaser (*Jones* v. *Nanney*, 1 M. Cl. 25). But the Court replied, that the agency of the auctioneer is special for this purpose only, and, moreover, arises only *after* the contract of sale is completed by the fall of the hammer; and they said (on the authority of the case of *Payne* v. *Cave* (3 T. R. 148), that the auctioneer was, in truth, the agent of the *vendor* until the hammer fell, and thenceforward became the agent of both parties for some purposes, and amongst others for the purpose of fulfilling the requirements of the Statute of Frauds. It was also intimated by the Court, that in such a case as that before them, the purchaser's remedy (if any) was against the vendor, for violating the condition of the sale, that it was to be without reserve.

LAW OF MASTER AND SERVANT—EFFECT ON A TEMPORARY INTERRUPTION OF SERVICE, ON A CLAIM FOR WAGES.

Cuckson v. *Stones*, 7 W. R., Q. B., 134.

In this case the Court of Queen's Bench lay it down for law, that to a claim for wages on an agreement to serve the defendant during a certain period at a certain weekly wage, it is no answer that the plaintiff was absent from the service of the defendant during the period in respect of which the wages are claimed by reason of *temporary* illness. "We think," said the Court, "that want of ability to serve for a week would not of necessity be an answer to a claim for a week's wages. In truth, the plaintiff was here ready and willing to serve had he been well and able to do so; and was only prevented serving during the week by the visitation of God, the contract to serve never having been determined."

In support of this view several authorities had been urged on the Court in behalf of the plaintiff; among these may be mentioned that of *Beale* v. *Thompson* (4 East, 546), where, at the commencement of the present century, it was held by Lord Ellenborough and the other judges of the Queen's Bench, that to an action by a seaman for wages it was no answer that during a part of the time for which he had contracted to serve, he had been *temporarily* imprisoned by the orders of a foreign prince,—the Court drawing a distinction between a detention or embargo of a merely temporary character and a *capture*, which it was admitted would have had the effect of putting an end to the contract. And again, in *Chandler* v. *Grieves*, an earlier case in the Common Pleas cited in *Gienar* v. *Meyer* (2 H. Bl. 606) it was held that a seaman, prevented by an accident happening in the course of his duty from performing the whole voyage for which he had contracted, was nevertheless entitled to wages for the whole voyage. Both these interruptions were, it is to be noticed, of a temporary nature. If the cessation from service be permanent (though not arising from the servant's fault), then his claim to wages ceases from the time the service ceases. This distinction was forcibly drawn by Lord Campbell in the recent case of *Melville* v. *De Wolf* (4 Ell. & Bl. 848), also an action by a seaman for wages; here the plaintiff was permanently prevented from returning to his ship by the pressure of the law—he having been summoned as a witness to attend a trial in England—and he was held to be entitled to no wages from the time of leaving his ship, the contract having been from that date in fact dissolved, though against his will and without his consent. In deciding the question in favour of the servant in the case under discussion, the Court accordingly laid much stress on the temporary character of the interruption of service, and took occasion to intimate their approval of the observations of *Willes*, J., in *Harmer* v. *Cornelius*,* as to the effect of the incompetency (either original or afterwards accruing) of one who has engaged himself as a skilled servant for reward, viz. that in such a case it is in the power of the master to determine the contract, and employ another servant in the place of him who was found or had become incompetent.

* See an account of this case, sup. p. 6.

The Provinces.

BIRMINGHAM.—By an Order in Council, published in last night's *Gazette*, the assizes for the despatch of civil business for the county of Warwick are in future to be holden both at Warwick and at Birmingham.

BRADFORD.—*Allowance to Witnesses on Criminal Prosecutions.*—The inadequacy of the present scale of allowances to witnesses on criminal prosecutions was recently brought forcibly to the attention of the Bradford magistrates. Mr. Rimmington, the analytical chemist employed in investigating the poisonings by arsenic at that town, appeared before the bench, and stated that he had received the sum of £5 for his time, skill, and labour in making the requisite analyses, in attending to give evidence before the magistrates, and finally in appearing as a witness at York, where he was detained eight or nine days. It is idle to speak of our zeal for the detection and punishment of crime, when such miserable remuneration is given to the agents employed for that purpose.

DONCASTER.—On Thursday, the 6th inst., Richard Wildman, Esq., Judge of the Notts Circuit, took his seat for the first time since the retirement of William Walker, Esq., as the Judge of the County Courts in that circuit, and received the congratulation of the Mayor, Charles James Fox, Esq.

HALIFAX.—*Important to Auctioneers.*—At the County Court, on Wednesday, Mr. William Nicholl, wool merchant, of that town, sued Mr. Dutchman, auctioneer, Hull, under the following circumstances:—On the 12th June last, an advertisement appeared in the *Halifax Guardian*, of the sale of Russian wool at Hull, which was to take place at two o'clock in the afternoon of the 17th. The defendant's name was inserted as reference, and he was to make the sale. Seeing this advertisement, the plaintiff went to Hull, presented himself at the place where the sale was announced to take place, but found that it was postponed until a subsequent period. As no notice had been given of the postponement, at least in the same place where the sale itself was announced, he (plaintiff) sued for his railway fare there and back, and for loss of time. This was the case as stated by Mr. Franklin. Mr. Mitchell, for defendant, raised a question as to his Honour's jurisdiction. It was a question, he said, whether the cause of action arose in Hull or in Halifax. Mr. Franklin argued that it arose in the latter place. As an illustration he cited a libel case, in which the action would lie in the place where the libel was published. The advertisement in question arose from the false advertisement which appeared in the newspaper. The case was pretty well argued, and his Honour, in the end, decided he had no jurisdiction. The ground of action arose in Hull; it was not in the advertisement of the sale, but in the non-carrying out at Hull of what was stated therein.

New West Riding Magistrates' Court.—On Saturday last the county bench of magistrates removed to their new hall of justice, in Harrison-road. The new building is very plain, and contrasts unfavourably with many of the public and private buildings recently erected and projected in the town. Externally, it is as nearly destitute of ornament as is possible, the only relief, besides a poor portico, being a simple cornice at the top, with rustic quoins at the angles. The portico itself is not in the centre of the building; on one side there are two windows, and on the other one, giving it a pig-with-one-ear sort of look. Internally the conveniences are considerable, especially when contrasted with the old place—one of the most dingy courts for the administration of justice which perhaps the country affords. There are a police-superintendent's house, cells for prisoners, offices, magistrates' rooms, and the court-room. The latter is forty-three feet ten inches in length, thirty feet ten inches in breadth, and twenty feet high. The furnishing is plain. On Saturday a serious acoustic defect was observable as soon as business commenced. Complainants, defendants, and witnesses could not be heard by the magistrates, and the voices of their worships scarcely travelled beyond the table where sat the "learned gentlemen." Those who sought justice had therefore to be placed on extemporised stands directly under "the bench." Sounding boards or other contrivances will have to be adopted to meet this defect. A few words we may now add respecting the removal from the Ward's-end to Harrison-road. The magistrates and others assembled at the old place at eleven o'clock on Saturday morning, the former mustering in considerable numbers. There were present Colonel Pollard (Chairman), Major Edwards, M.P., W. H. Rawson, jun., Esq., S. Waterhouse, Esq., Ed. Akroyd, Esq., M.P., J. T. Horton, Esq., and J.

Appleyard, Esq. The Clerk (W. Craven, Esq.) read a formal adjournment of the sessions to the new building, and a kind of procession was at once formed. Arrived in the new court, the Chairman briefly proceeded to congratulate his brother magistrates and the bar on their removal from the old place, to one where, at least, they could enjoy pure air. It was within a few days of twenty-eight years since he qualified as a magistrate, and during that time, when it had been his misfortune to sit for five or six hours in the discharge of his duties, he had invariably suffered in his health from so doing. If it pleased God to spare him a few years longer, and to continue him in the enjoyment of health and strength to take his duties there, he should have the satisfaction of discharging those duties in at least something like a pure atmosphere. Colonel Pollard then formally opened the court by saying—"It is hereby declared that this building is the public court for the petty sessional division of West Morley, under the 18 & 19 Vict. c. 126, and it is to be called the West Riding Court-house." Mr. Mitchell briefly responded to the Chairman's address on behalf of the bar, expressing a wish especially that the Chairman of the Bench might be spared many years to fill that position he had so long and so honourably occupied.—After a few further remarks from the Chairman, the ordinary business of the session commenced.

LEEDS.—The annual meeting of the Leeds Chamber of Commerce was held in the Council-room at the Court-house, on Wednesday last. Darnton Lupton, Esq., the president, took the chair. There was a large attendance of members. The following extracts from the report are worthy of attention:—

COMMERCIAL LAW.—BANKRUPTCY LAW AMENDMENT.

The Council reviewed the proceedings taken on this subject since the last meeting, and after referring to the Bill introduced and withdrawn last session, said:—Considering bankruptcy reform an object of the highest importance to the commercial community, and acting under the determination to keep that object steadily in view, your Council availed themselves of the opportunity afforded by the second meeting of the National Association, held in Liverpool, in the month of October last, to send a deputation to attend the sitting of that conference, specially devoted to bankruptcy reform, at which most of the important chambers of commerce in the kingdom were represented. The deputation consisted of the president, and Messrs. Oxley, Jowitt, Bousfield, and Kitson; and they returned satisfied that the Bill will be brought before Parliament in the ensuing session under favourable auspices, and that it bids fair to receive the support of the mercantile public generally.

PARTNERSHIP REGISTRATION BILL.

The Council referred to the Bill introduced last session by Lord Goderich, and to the paper read by Mr. Bousfield at the meeting of the National Association at Liverpool, with the view to further legislation on the subject. Without going into any detailed plan, Mr. Bousfield produced facts to exemplify the great inconvenience and loss which arise from the want of some ready means of ascertaining who are the partners in any particular firm. The object recommended by Mr. Bousfield met with nearly unanimous approval, and a committee of the Association already appointed on Mercantile Law Amendment were charged with a special duty of examining and reporting upon the matter at the next meeting, to be held at Bradford in the autumn of the present year.

BANK CHARTER ACTS.

A select committee having been nominated to inquire into the operation of the several Bank Acts, John Smith, Esq., banker, had been requested by the Council to attend and give evidence before the committee, and the evidence would be found in the report which had been issued.

Court of Bankruptcy.—Re R. H. Anderson, of York, solicitor.—The case of this bankrupt has several times been before the Court during the past twelve months, the final examination having been adjourned sine die, on the ground that the bankrupt had not filed proper accounts, showing his disposal of trust funds, which he had misappropriated. On the 23rd ult., Mr. Blackburn, on behalf of the bankrupt, applied to Mr. Commissioner Ayrton to appoint a day for the final examination to take place, and stated that the bankrupt had filed the best accounts he could. The assignees, however, submitted that the accounts furnished were not satisfactory; and his Honour therefore directed the bankrupt to appear, to be examined on the subject. Yesterday, the bankrupt attended the Court, and was supported by Mr. Blackburn. Mr. Bond represented the assignees, and said, that what they required was, that the bankrupt should file an account of the trust funds which he had misapplied. This was what they had been asking for since the 22nd of February last, in order to test the bankrupt's statements, but they had been unable to procure it. —Mr. Cariss appeared on behalf of the North-Eastern Railway Company, under the following circumstances:—In 1848 the bankrupt received from this company the sum of 1823*l.* 18*s.*, which was the consideration money for land purchased in that year for the construction of the Malton and Driffield Railway. The bankrupt admitted that he had received the money, but instead of paying it over to the proper parties (who were, at the time of the purchase, infants) he had appropriated it to his own use. The company had since repaid the money, and they now claimed to prove against the bankrupt's estate. The bankrupt was then examined at considerable length by Mr. Bond, and stated that the Gray's trust fund, of which he was trustee, consisted originally of £180, only £50 of which was invested, the remainder having been applied to his own uses, although interest was paid regularly; that, in respect of Mr. John Hall's trust, the balance due from him was £2800, £900 of which was invested, and the remainder uninvested; and that there was also a sum of £670 trust money, due from him to Mrs. Lacy, and which was also uninvested. Mr. Bond stated, that the assignees required a proper debtor and creditor account of these several trusts, which, as yet, they had not obtained. Mr. Blackburn then said, that although the accounts were very voluminous, yet, as they were not in the form which the Court thought they ought to assume, Mr. Anderson, under his advice, would endeavour to render further accounts, which should be satisfactory to the assignees, and his Honour would perhaps then consent to appoint a day for the last examination. His Honour acquiesced in this proposal, and advised the bankrupt to leave his case in the hands of Mr. Blackburn, who knew perfectly what was required. It was intimated that about a month would elapse before all the accounts could be filed.

LIVERPOOL.—At the Police Court on Monday, two respectable-looking men, named Howarth and Jenkins, were brought up charged with being drunk on the previous Saturday night. The prisoners admitted being drunk, and stated that they were locked up in a cell among the lowest scum of the town; and Jenkins said that he had been severely assaulted by one of the "roughs" when locked up. Both the police officer and the Bridewell keeper corroborated Jenkins's statement; and Mr. Mansfield, in discharging the men, remarked upon the disgraceful state of the Liverpool Bridewells, in the total want of any cells for the respectable class of delinquents who were merely drunk. Where men were only booked for safety, it was disgraceful to submit them to all the horrors and torments of a loathsome prison before they were brought before the magistrate; and until a murder was committed in some of the Bridewells, the evil would never be remedied. The necessary alterations would only entail a trifling expense. A friend of his had told him that youth suffered more harm and demoralisation by spending one night in Bridewell than they do by an imprisonment of three or four months; and this he really believed to be the case.

MANCHESTER.—Mr. Commissioner Jemmett delivered judgment on a previous application for certificates, by John Wright and Samuel Stringer. The application had been opposed by some of the creditors. Stringer has been for many years, and still is, a solicitor practising in Stockport. Wright has been carrying on the trade of a woollen cloth merchant and woollen waste dealer, under the name of "Wright & Co.," his principal business consisting in breaking up heald into wool. For this purpose he invented a peculiar method, by which he could produce an article at less cost, and to greater profit, than others in the same business. In May, 1857, Wright and Stringer entered into an arrangement for carrying on the business conjointly and for their mutual advantage. They failed, and were made bankrupts in September last. Stringer endeavoured to avoid an adjudication of bankruptcy and its consequent effects, by asserting that he never intended to be a partner, but only a guarantee and banker. This probably was his original intention, but it was clear that he was induced very soon to assume another character, to put himself forward as if he were a partner, and to employ an accredited agent, of the name of Marshall, to make use of his money and credit for the purchase of goods for the benefit of the concern. After some observations on the law of partnership, the Commissioner said, there could be no doubt that Stringer must be held to be a partner in the concern of "Wright & Co." The business was first carried on at Ludworth, in Derbyshire, and afterwards at Longsight, where four engines were employed, and where Stringer had expended about £600 in machinery and plant. After the lapse of a year, however, an alteration took place in the mode of conducting the business, Wright introducing to Stringer a coal-dealer and agent, named Thomas Marshall, who, having stated that he had been in the woollen trade in Yorkshire, was employed by Stringer to act for the firm as their seller, at a commission of 2½ per cent. After this, a warehouse was taken at Holmfirth, to facilitate the sales which Marshall said he could make in Yorkshire, and then commenced the transactions which brought the bankrupts into the position in which they now are. According

to Wright's statement, Marshall persuaded them, in the month of July, to take goods in return for their stuff instead of money payments, and also to go into the Huddersfield market as buyers. In consequence of this a warehouse was taken in Manchester, where the goods were to be sold; and goods were obtained to a considerable amount in the whole, from several spinners and manufacturers, whose debts being still unpaid, some of them now opposed the application. The charges against Stringer were, that he gave himself out as a man of capital and property, and contracted debts at a time when he had no command of money, and no fair means of meeting his engagements; that he directed Marshall to go into the Huddersfield market with cheques to the amount of £300, and purchase with them £1000 worth of goods; and that those cheques were afterwards dishonoured, Stringer knowing that his bankers would not honour them; and that he ordered and obtained goods just previous to his bankruptcy, knowing that he was insolvent and not able to pay for them. These charges, and particularly the most serious one, were mainly supported by the testimony of Marshall, who had evidently an unfriendly feeling towards Stringer. Marshall stated the circumstance of buying the goods with the cheques which were dishonoured, and further alleged that he told Mr. Holmes (a creditor), on the authority of Stringer, that the concern was one of great magnitude; but Stringer denied the whole statement, declaring that no cheque given by him on the bank was ever dishonoured, excepting one for £30, three or four days before the bankruptcy, and another on the same day on his private account. It was in favour of the bankrupt that the evidence of Marshall had not been corroborated, and that, after the dates of these alleged transactions, several cheques and bills were drawn upon the bankers and paid in due course. Stringer also denied making the representation as to the magnitude of the concern; and the Commissioner was of opinion that this particular charge must fall to the ground. But with respect to the others, it was sufficiently proved that Stringer entered into the trading concern without any knowledge of the business he had undertaken, and for the mere purpose of speculation in schemes unconnected with his proper and legitimate calling; that he had no sufficient capital to justify the undertaking; and that he continued to purchase goods, without any reasonable object, long after he ought to have stopped. With regard to Wright, though there was but slight opposition, the Commissioner could not see much distinction in his case. He was always a trader and aware of his responsibilities; he originated the scheme of partnership; was privy to all that passed; introduced Marshall to Stringer, and continued buying goods till executions came in and the property became reduced in value by forced sales. As, however, the creditors had thought Wright's conduct more excusable than his partner's, the Commissioner would yield to their wishes. He would grant a certificate to each bankrupt; but Stringer's would be suspended for six months, with protection in the meantime, and would then be of the third class, because he considered that a solicitor was not justified in entering into a trading concern of this kind whilst he continued a practising member of the profession, and that his losses in this respect could not be deemed unavoidable. He would suspend Wright's certificate for three months, with protection, and then it would be of the second class.

OXFORD.—A case, which has excited much interest in the university, has been heard before the Assessor of the Chancellor's Court (Dr. Kenyon), in the shape of an appeal by the defendants, Messrs. Parkinson and Mallony, who are Masters of Arts and members of St. Mary's Hall, against the Proctors of the university, who fined them £5 each for riding a race in Port Meadow some time ago. Dr. Somerset, Fellow of All Souls College, barrister-at-law, appeared for the appellants, instructed by Mr. Pottinger; and Mr. A. Hobhouse, M.A., of Balliol College, barrister-at-law, appeared for the respondents. The appellants some time since made a match with two horses to run a race in Port Meadow for £50 a-side, each to ride his own horse. This they did, and in colours. Previous to the match coming off, both gentlemen had proceeded to the degree of Master of Arts; and the great question involved is this, have the Proctors the power of fining Masters of Arts for offending against the statutes of the university; it always having been considered, that the moment a gentleman puts on his Master's gown, he was emancipated from the pains and penalties inflicted by the Proctors on undergraduates and bachelors, for a breach of university discipline. Such a thing as fining a Master of Arts by the Proctors, for a breach of university discipline, was never before known in Oxford. Dr. Somerset argued, at very considerable length, that the Proctors have not the power, and quoted very extensively from the old statutes, which were produced by the keeper of the archives, and contended, that if the Proctors had that power then every bachelor of divinity and doctor of divinity, and all other doctors, including heads of houses, were liable to the Proctor's interference for walking in the High-street with their hats on. He also produced several notices, published and signed by the Vice-Chancellor, emanating from the Hebdomadal Council, warning the undergraduates and bachelors of arts of the consequence of partaking in racing, following the drag hunt, &c., which in every instance, save one, was addressed solely to them.

Mr. Hobhouse, for the Proctors, contended that Masters of Arts, as well as undergraduates and Bachelors of Arts, were amenable to the Proctors for a breach of university discipline, and quoted considerably from the statutes, and showed the construction that properly ought to be put on the clauses having particular reference to the dispute in question; which in his opinion included Masters of Arts, as well as undergraduate members of the university.

The evidence and arguments of the two learned gentlemen occupied the Court until half-past six o'clock; the Court then adjourned to a future day, when the Assessor will deliver judgment.

READING.—On Wednesday last, J. F. Fraser, Esq., the late Judge of the Surrey County Courts, presided at the court for this district, in the place of J. B. Parry, Esq., Q.C., who has been transferred to another circuit.

SALFORD.—The quarter sessions commenced on Monday; there were 42 prisoners—29 males and 13 females; of which 31 were charged with felony, and 11 with misdemeanour. Since the last sessions, 44 persons have been summarily convicted; of these, 7 had been previously convicted of felony. During the whole quarter 1840 persons have been apprehended, of whom 1246 were summarily convicted, 152 sent for trial, and 442 discharged. During the same period 2339 persons have been summoned, of whom 2151 were summarily convicted, 145 discharged, and 43 did not appear. On the whole, the calendar was lighter than usual, and the gaols at Chester, Knutsford, and Manchester are more empty than they have been for a long period. The Rev. T. S. Mills and Mr. E. Ashworth moved for a committee to inquire into the law and operation of reformatories. The latter gentleman advised that the sources from which juvenile crime arose should be better ascertained and analysed. The Chairman (Mr. Ovens) strongly supported the motion; he could not sit still in his office and see prisoners committed at the rate of 100 a month, or, including Manchester, at the rate of 2500 a year, without making an effort to diminish this frightful amount of crime, vice, and misery. The motion was carried, but several of the speakers deprecated the establishment of a reformatory school out of the funds of the hundred.

WORCESTER.—*Fees of the Clerk of the Peace.*—At the quarter sessions, Mr. T. G. Curtler called attention to two entries of £300 as two quarters' salary paid to the Clerk of the Peace, in lieu of fees, and said, he had expected to have seen at least £300 on the credit side, in the shape of fees received by the county, but could not find it. The Clerk of the Peace was paid a salary of £1200 a-year, and at least one-half of that amount they might expect to receive back in fees paid by Government, and others received by the Clerk of the Peace for indictments, &c., but the only sum he found of the kind was one of 64*l.* 4*s.* 4*d.* on the credit side. It was explained that a considerable sum due from Government on account of fees in criminal prosecutions had not yet been received, there being a great want of regularity in these payments. It was also mentioned, that the Clerk of the Peace had been entitled to fees for filing convictions, which amounted to a large sum, but Government refused to pay them. It was thought a hardship, that, after encouraging the magistrates to make a bargain with the Clerk of the Peace of a county on the strength of his being entitled to certain allowances, the Government and Parliament should unexpectedly determine not to continue them.

Attendance of Solicitors.—In the course of one of the trials, the Chairman took the opportunity of alluding to the absence of solicitors in some of the cases brought before him. He said, he should in future make it a rule, in all cases where the solicitor or his clerk was not in attendance when the case was heard, to disallow the fee. Mr. Streeten, who was retained as counsel in this particular case, stated that the solicitor who instructed him was in the witness-box, and had been active in getting the witnesses. The Chairman said, that he had noticed in two or three cases, and it was a common practice, that the solicitor was not in attendance to give assistance to the

counsel. It was very inconvenient and improper, and it must be understood that unless the solicitor was in attendance, neither his own fee nor that for his brief would be allowed. In this case it appeared he was present.

The Sessions Bar.—The bar were at these sessions, for the first time, invited by the magistrates to dine with them.

WORKSOP.—*Serious Charge against a Solicitor.*—On Tuesday, the 4th inst., Mr. Beardsall, a solicitor practising in the vicinity of Retford and Worksop, was arrested on a charge of forgery. The case was heard on the following Thursday, before the Retford magistrates. The prosecutor was Mr. William Cook, of Retford, gentleman, and the offence was for having filled up the body of a cheque for the sum of £130, which cheque, with others, had been placed in his hands some years ago, as the prosecutor's solicitor, for the purpose of paying some dividends in the matter of an assignment, of which Mr Cook was assignee. The prisoner, who was a relative of the prosecutor, had made the cheque payable to himself, and afterwards uttered it by paying it to a gentleman named Walker, a solicitor residing at Wolverhampton. Mr. G. B. Lockwood, banker's clerk, proved receiving the cheque at the Sheffield Union Bank, Retford, and refusing to cash it, but returned it to the Wolverhampton and Staffordshire bank, at Wolverhampton. This was about the 16th of December. Mr. Lockwood, on cross-examination, admitted having paid the prisoner ten guineas in a cheque filled up in a similar way to the one produced, but had refused to cash three other cheques of £1000 each, similarly signed by the prosecutor, which were presented to him by Mr. Beardsall some time back. The prisoner was committed to take his trial at the next Nottingham assizes.

Ireland.

DUBLIN, THURSDAY.

COURT OF CHANCERY APPEAL.

ANNUITY ACT—ENROLMENT OF DEEDS CHARGING ANNUITY ON IRISH ESTATES.

Bannatyne v. *Barrington.*

This case, which was heard at the last sitting of this Court, was specially fixed for judgment. It was an appeal from the Rolls Court, and came before his Honour upon exceptions taken to the report of Master Brooke, by which it was found that Mrs. Jane Moore was an annuity creditor on a part of a mortgage in priority to Mr. Orlando Webb, who filed the exceptions. It appeared that the annuity deeds under which Mrs. Moore claimed were not enrolled pursuant to the Annuity Act (53 Geo. 3, c. 141), and the question raised by the exceptions was, whether or not they were void on that ground? The facts of the case were these—By an order of the late Chancellor, of May, 1856, it was declared that the petitioner's annuity was well charged on the share of the respondent, Mr. Michael John Staunton, in the interest of the mortgage debt of £16,000 mentioned in the petition; and it was referred to the Master to take an account of what was due to Mr. James Bannatyne on foot of the arrears of the annuity, to ascertain the rights of the petitioners, and all other parties entitled to a portion of the interest money under the will and codicils of Mr. John Staunton, &c. In May, 1857, the Master made his report, and found that of the mortgage of £16,000 only a moiety, viz. £8,000, was assets of Mr. John Staunton, and that the claimants under his will and codicils had no interest in the other moiety; and it then set forth in a schedule the charges and incumbrances affecting this moiety and the rights of the parties. By the schedule referred to, the Master found that Mrs. Moore, as administratrix of Mr. John William Ball, deceased, and her husband, Mr. William Armitage Moore, under a deed of annuity, dated July 15th, 1840, were entitled to a sum of £5,940 for arrears due on foot of an annuity of £587 up to January 15th, 1857; and also to a sum of £2,183 for arrears due on foot of another annuity of £195 up to the same date, and both primarily chargeable upon this portion of Mr. Michael J. Staunton's interest in the mortgage for £16,000. The schedule then stated the several securities under which Mr. Webb claimed as mortgagee of the interest of Mr. Staunton in this mortgage. The Master, however, having found that Mr. Webb's claim was puisne in point of priority to that of Mrs. Moore, he took exceptions to the report, on the ground that the annuities under which they claimed were null and void under the English Annuity Act, no memorial of the indentures having been enrolled pursuant to the provisions of that amendment. In support of the exceptions it was contended, that the contract was an English one, inasmuch as a portion of the property on which the annuities were charged was situated in England; and that if the lands in Ireland were insufficient to pay, the grantor might resort to the English property; and, on the other hand, that if the annuities had been paid out of the lands in Ireland, that payment would have been a good defence to an action for the annuities in England. The original domicile of the Staunton family, the grantors, was Demerara, although they resided in England, and all the other parties to the deed were domiciled Englishmen, except the grantee, Mr. Ball. The deeds were prepared in England by English solicitors, and executed there; and the mere fact of an annuity being charged on lands in Ireland, and the engrossing of the deeds on Irish stamps, which was thereby rendered necessary, was not sufficient to make the contract an Irish one. The case of *Walker* v. *Lord Lorton*, and various other authorities, were cited in support of this argument. To sustain the report, it was insisted that the subject matter of the original contract was essentially Irish, namely—the raising of a sum of money to be specifically charged on lands in Ireland; and, although the fact of an annuity being charged on lands in Ireland did not of itself constitute the contract an Irish one, the fact of a rentcharge on Irish land being also secured on property in England did not constitute the contract an English one. All the circumstances of the transaction, it was argued, showed that the intention of the parties was to contract for a rentcharge on real estates in Ireland, with a subsidiary security on personal estate in England, that the negotiation for the loan was carried on in Ireland, the consideration money paid them in Irish notes, &c. The Master of the Rolls having, on the foregoing facts and arguments, allowed the exceptions to the Master's report, and held, first, that the several deeds by which the annuities were granted and secured were to be considered as one transaction; and, secondly, that the grant of the annuities was an English contract, and was void by reason of the memorials of the deeds not having been enrolled under the Annuity Act, the present appeal was brought to set aside that decision.

The Chancellor and Lord Justice gave separate judgments, and went into the facts and law of the case at a considerable length, holding that the decision of the Master of the Rolls, reversing the ruling of Master Brooke, was erroneous, and ought, therefore, to be set aside.

Serjeant Deasy, with Messrs. Fitzgerald, Q.C., and Tudor, were in support of the appeal; and Messrs. Brewster, Q.C., Lloyd, Q.C., and Pilkington, to sustain the ruling of the Court below.

COMMENCEMENT OF HILARY TERM.

Yesterday being the first day of Hilary Term, the several courts of law and equity were opened with the usual formalities. The Lord Chancellor took his seat for a few moments, but adjourned his court, in order that he might sit in the Court of Chancery Appeal, with the Lord Justice, for the purpose of delivering judgment in an important case which had been argued last term, on appeal from the Master of the Rolls. A note of this case, *Bannatyne* v. *Barrington*, will be found below.

It was stated last week that the venerable Baron Pennefather had sent in his resignation. The statement, although denied by the *Express* (the Government organ) was, as the event has proved, strictly accurate; and the seat on the bench of the Exchequer, so worthily filled for thirty-eight years, was yesterday observed to be unoccupied. The following remarks appearing in a morning journal convey the sentiments of both branches of the profession:—

> Baron Pennefather has retired from the bench, which he adorned for the long term of thirty-eight years. He was called to the bar in 1795, and became one of the Barons of the Exchequer in 1821, so that he was twenty-six years at the bar before his elevation. It may be safely said that there is no man now living who has had so large an experience of Irish society in all its phases and changes. There are few among us old enough to remember what he was as an advocate; but as a judge he is universally known and appreciated throughout the country. Among men of all classes and creeds his talents and character have been the objects of the highest admiration. Indeed, the public feeling towards him has long been something akin to veneration. His name has been associated with all that is pure and exalted in the administration of justice. A nobler example of the perfect judicial mind was never exhibited on the English or Irish bench. He had well-defined political principles, which he held firmly, but those who designated his principles as "party convictions," admit that he never allowed them to interfere with the pure administration of justice. . . . No man understood the principles of jurisprudence better, and no man ever applied them with more judgment and discrimination, or with greater freedom from any sort of bias.

The Irish bar must be actually diminishing in numbers. There is only one applicant for admission to its ranks this term, Mr. A. M. Mitchell, T.C.D.

The vacancy caused among the benchers of the King's Inns by the death of Mr. W. H. Curran, formerly a Commissioner of the Insolvent Court, has been filled up by the election of Judge Longfield, LL.D. This is an active body, consisting exclusively of Judges and Queen's Counsel. One of the causes of complaint among the solicitors is, that they are not in any way represented on the bench or governing body of the King's Inns, of which society they are all members, and to whose funds they must all subscribe on being admitted to the roll of practitioners.

THE QUARTER SESSIONS; DECREASE OF CRIME.

The chairmen of quarter sessions, who also performs the duties which in England devolve upon county court judges' have had, generally speaking, exceedingly light labours arising out of their criminal jurisdiction. There has rarely, if ever, been a period when the gaols have been so empty. The few arrests that have been made of persons connected with illegal societies, although the most has for party purposes been made of them, are as "dust in the balance," and are not believed to indicate any wide-spread disaffection.

Serjeant Howley, in concluding his sittings at Cashel quarter sessions, county Tipperary, thus addressed the grand jury:—"I have gone through the greater number of cases that appear on the Crown books, and what I stated at the commencement of the day I now repeat—that no case was there which showed the South Riding of this county to be in anything but a very tranquil, orderly state; and, indeed, it is very satisfactory to find it so, and it is always most agreeable to me to be able to bear witness to the good conduct of the people of this county. There has been a growing disposition to show obedience to the laws, and to refrain from those acts of violence that at one time gave an unhappy notoriety to Tipperary. The people have got better sense, and they show it by their acts; and—ever anxious to bear my testimony to the moral improvement and good conduct of the people from this place whenever an opportunity is afforded—I now feel constrained to offer you these remarks. In past time it had been my duty, year after year, when the calendar laid before the Court was very heavy indeed, and instead of having a few cases—something under, as at present, twenty-five—for trial, there were between three and four hundred indictments at a single sessions—a very extraordinary difference!—then it was my duty to make observations other than those I now address to you, with respect to the conduct of the people, and to give warning and advice to them to abstain from that course which was leading them to frequent difficulty and distress. However, that state of things has been changed, and I am happily enabled again to state, from what I can learn in every direction, that this county is, as I have said, in a most orderly and tranquil condition. As you are aware, the Government of this country, in consequence of some very mischievous persons having engaged in secret societies, where unlawful oaths were tendered and sworn, felt it their duty to recently issue a proclamation adverting to the circumstance, and pointing out to the people the danger of entering into such illegal confederacy, and the penalty they incurred if they belonged to those societies. That proclamation I consider a wise and precautionary measure, to guard the young and unwary from being entrapped into such mischievous combinations by wicked and designing men."

The sessions at Wexford have ended with similar results. At their termination the solicitors resident in the county entertained the Chairman, R. Andrews, LL.D., Q. C., at a banquet, at which Mr. Rodolphus W. Ryan occupied the chair, and Mr. J. S. Waddy, the vice-chair. It is stated that "some of the speeches made on the occasion were worthy of the best days of the profession."

REPORT OF THE "REGISTRAR-GENERAL."

The report of the functionary bearing the inappropriate title of "Registrar-General for Ireland," for the year 1857, is but just published. Any one ignorant of the subject would imagine that a document, in the preparation of which so much time has been occupied, would be lengthy, at least comprehensive. The results are, however, very insignificant, when compared with the machinery and the time employed for their attainment. We only find that the marriages of Protestants of all denominations are registered and classified—of the marriages of Roman Catholics, who form the large majority of the population, no notice whatever is taken. It appears that the Registration Act was limited so as to exclude Roman Catholic marriages. Of births and deaths there is no registration whatever in Ireland. England and Scotland, and, indeed, all other civilised countries, possess a perfect and compulsory system of registration; and a similar system for Ireland is much needed. Sir R. Kane, in addressing the Statistical Society a few years since, expressed the general sentiments of all intelligent men in the following terms:—

> The want of official registration of the marriages of the great mass of the inhabitants of this country I look upon as not merely destroying all value in the returns of the Registrar-General, as statistical documents, but also as a great injury and injustice to those classes of her Majesty's subjects who are thus deprived of an important safeguard to their property and to the moral position of their families. I have had occasion to consult upon the question of registration of marriages with a number of gentlemen, clergymen as well as laymen, and I have never met with one whose experience did not furnish cases of violation to justice and injury to morals, as to persons and as to property, from the absence of central, official, and general registries of births, deaths, and marriages, and who did not unequivocally deplore and condemn the very imperfect, irresponsible, and unsafe manner in which the only kinds of registries usual among those I consulted are now drawn up and deposited. All I have spoken with have expressed their great anxiety that a general system of public official registration of births, deaths, and marriages, should be organised.

INCUMBERED ESTATES COURT, DUBLIN.

Abstract of the proceedings of the "Incumbered Estates Commission," from the presentation of the first petition, 25th October, 1849, to 1st November, 1858, when it was superseded by the "Landed Estates Court:"—

Number of Petitions presented	4,413
" Fiated by the Commissioners	3,547
" Estates transferred from Chancery for sale ..	1,298
" Lots sold	11,024
" Purchasers	8,382
(Of whom 8,258 were Irish.)	
Total produce of sales	£23,161,093
(Of which £20,000,869 was native capital.)	
Amount distributed	21,934,695
(Leaving yet to be distributed £1,226,398.)	

VACANCIES AND APPOINTMENTS.

The Attorney-General having waived his claim to the judgeship, vacant through the resignation of Baron Pennefather, it will devolve upon the Solicitor-General, Edward Hayes, LL.D., Q. C. Mr. Hayes was called to the bar in 1827, was appointed Queen's Counsel in 1852, since which period he has been leader of the Home Circuit.

Judge Crampton having signified his intention of retiring from the Queen's Bench, another vacancy will occur speedily. How it will be filled is, of course, entirely a matter of speculation.

The Law Professorship of Queen's College, Galway, is still vacant; Mr. M. Morris, to whom the appointment was offered, having, upon consideration, declined it.

Scotland.

EDINBURGH.

COURT OF SESSION, SECOND DIVISION.

M'Kellar v. *Duke of Sutherland and Factor.*

The Rev. Dugald M'Kellar, minister of the parish of Clyde, in Sutherlandshire, sues the Duke of Sutherland for damages for libellous statements alleged to have been made by the Duke and his factor in their answers to a note of suspension in a previous action between the same parties. The pursuer was presented to the parish of Clyde by the Duke, and he also entered without a lease on the tenancy of the farm of Clynekirton, the property of the Duke, which had for a long time been occupied by the successive incumbents. An action of removing from the farm was raised against the minister in the Sheriff Court, and decree obtained, which he brought under review of the Court of Session by a note of suspension. In their answers, the defenders inserted the following explanatory for bringing the removing:—"During the last few years the complainer has conducted himself in a most discreditable and unbecoming manner for a minister of the gospel; brawling with, and attacking, and assaulting his neighbours and parishioners, for which offences he was criminally tried and convicted in the Sheriff Court, and suspended from the exercise of his clerical functions in the church courts. He has also used threatening and abusive language to others of his parishioners, for which he was found liable to them in damages; by all which conduct he has set the worst example in the parish, utterly destroying his usefulness in the Church, and disgusting and dispersing the greater part of his congregation. For these and other reasons the respondents have no wish to hold any further intercourse or relation with him, so far as they can possibly avoid it." After the Court had heard parties, as to whether malice was to be allowed in the issue, and having taken time to consider, the Lord Justice Clerk said:—"The Court are satisfied that, according to the

existing practice, the question of malice must be put in the issue sent to the jury. Not only is this rule supported by practice, but it rests on grounds of expediency and justice. In a case like the present, of alleged slander inserted in a judicial pleading, the pursuer taking an issue in which malice is inserted, may, during the course of the trial, find it necessary, and is entitled, to alter to a certain extent the nature of his case. Although unable to prove malice, he may, nevertheless, have the verdict entered up in his favour, if the statements, although inserted in a pleading, be shown to be irrelevant and impertinent to the cause in which they were made. Technical difficulties have been started as to the competency of holding a verdict as for the pursuer, where the question of malice is in issue, and yet found not proven by the jury. The principle to be applied to such a case is, however, perfectly clear. If the jury on such an issue find that the statements are slanderous and injurious, and that they were made by the defender, and the judge rule that (although in a judicial pleading) they are impertinent, then, taking these two together, although failing to prove malice, the pursuer is entitled to have the verdict entered up as a special verdict in his favour. Although the course followed by the Court in the present case is clearly the correct one, both on authority and on principle, yet I am not prepared to state positively that by no possibility could a case occur of judicial slander, in which, on the ground of the clear and obvious impertinency of the statements libelled on, it might be unnecessary to insert malice in the issue. I will say, however, that I know of no such case on record."

E. Clark v. *Waugh.*

The Court refused to sustain the plea of mora and taciturnity for thirty-eight years in this action for inlying expenses, and the aliment of the illegitimate child. It was held to be settled that prescription was not applicable to the claim, and that, therefore, mere lapse of time without circumstances inferring abandonment or settlement could not be held as excluding it.

Communications, Correspondence, and Extracts.

CANADIAN LAWYERS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—In the article in last week's Journal, headed "Lawyers in Canada," after noticing the style of advertising, which is, as you remark, the regular course of business, you go on to observe that, "as wealth increases and large towns multiply, the same division of labour which has long been established here will, doubtless, be enforced in Canada."

You are no doubt aware that, in the United States, as well as in Canada (both Upper and Lower), every legal practitioner is barrister, solicitor, and attorney. This system is not the result of a state of society imperfectly developed, but is itself the development of the system of division of labour which prevails here, and was transplanted to America. There is much to be said in favour of an amalgamation of the two branches of the profession, and, though such an event is very unlikely ever to take place here, it is as unlikely that a separation of them will ever again take place on the other side of the Atlantic. There are many things in which we might take a lesson from Canadian lawyers (I speak of Upper Canada only); and even in Lower Canada—though Heaven defend us from the laws administered there—the size and convenience of the courts in the Court-house at Montreal would so astonish any English judge, that were he compelled to sit in one of them, I am sure he could not give a collected judgment for some months afterwards.

I am, Sir, your obedient servant,

N. T. S.

*** We thank our Correspondent for his letter, but we cannot agree with him in considering the union of two distinct duties in the hands of one person as a development of the division of labour.

TRADE PROTECTION SOCIETIES.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—These societies have lately attracted a vast deal of attention; and it has been contended in support of them, that it is impossible to allow those who have business transactions with the persons against whom bills of sale are registered, to have access to the register without at the same time permitting the general public to search also.

It appears to me that a very simple plan could be adopted which would obviate this necessity. Suppose registrars were appointed to search the register for applicants, instead of allowing them to search for themselves, and applicants were required to give in the names and descriptions of the persons against whom they desired the search to be made, and the registrar searched and gave the information. This would allow of a search against any particular person by any one, but would put an effectual stop to the present wholesale search and publication.

This principle might even be carried a step further. The applicant might be required to give in a written request to the registrar to search, stating the business or monetary transactions between himself and the searchee, which should be required to come within a category to be enacted, and the registrar might then be required to post to the searchee a letter informing him that a search had been made, and by whom, and stating the monetary or business relations which had been specified in the request of the searcher, somewhat in the same manner as that followed by the Bank of England upon a transfer of stock. And any searcher giving a false name or making a false statement, might be made punishable on summary conviction.

A SOLICITOR.

ARTICLED CLERKS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—While your journal is a *Solicitors'* Journal, I presume you will have no objection to its being occasionally made a medium of communication to the articled clerk. I therefore ask you to lay before your readers the following inquiry:—

How should an articled clerk, who has paid a premium for his articles, and receives no salary, be employed in the office of his principal? Ought he, for instance, to be expected to engross deeds or to post bills of costs?

Reliable information on this point would, I am sure, be a great boon to many persons in a similar situation to myself. I do not ask for this information for the purpose of quibbling with any principal, but in order that I, and others of your readers, both solicitors and clerks, may have some means of judging as to what are really the true rights and duties of principals and pupils in their relative positions.

Perhaps some solicitor who may feel a generous sympathy for a class to which he must formerly have belonged, and on which the future hopes of the profession are fixed, will kindly take the trouble of throwing some light on the subject above broached, with any other useful particulars, for the benefit of all whom it may concern, especially your obedient servant,

A LAW STUDENT.

A POINT OF CONVEYANCE PRACTICE.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—The answer to the letter of "T.," in your impression of the 1st inst., seems to be given in the case of *Viney* v. *Chaplin* (W. R. 1857-8, p. 563), before the Lord Chancellor and Lords Justices. In delivering judgment in that case, *Knight Bruce*, L. J., said:—"I do not hesitate to say, in my opinion, where the purchaser requires the deed to be executed by the vendor, and attested by his own (i. e. the purchaser's) solicitor, that requisition ought not to be refused, unless there are special circumstances justifying the refusal; whether there are special circumstances sufficient to justify refusal, must depend in each case upon the particular facts."

The principle laid down appears to be, that the purchaser has a right to be satisfied that the execution of the vendor is genuine. In the case put by your correspondent "T.," this principle would, I submit, say that the vendor's solicitors have a right to be present on, and to attest, the execution of the deed by the purchaser, by reason of the vendor having an interest in his (the purchaser's) execution on account of the covenants entered into by him, provided there are no special circumstances which would render such a course difficult or impracticable. The point, however, does not seem worth raising, and would have been easily settled by both solicitors attesting the purchaser's execution. The profession is not unfrequently brought into needless and undeserved discredit by the want of an amicable spirit in the settlement of professional propriety on such points as that under discussion.—I am, Sir, your obedient servant,

R.

Jan. 7, 1859.

THE NEW YORK CODE OF PROCEDURE.

We have been favoured with the following extract from a private letter, addressed by Mr. Theodore Sedgewick, State Attorney of New York, and author of "The Measure of Damages," to a friend in this country:—

"The change effected by our Code of Procedure in 1848, which abolished the distinction between common law and equity, and re-organised our entire judicial system, was much more sweeping than anything which you have yet had, and will still require some years before it works smoothly or satisfactorily. I see Sir R. Bethell and others, with you, are advocating the fusion of law and equity. I have little doubt that you will, before a great while, come to it as we have. When you do, I think you will find, as we have, that the greatest practical difficulty in effecting the change is, to draw the line between those cases which are triable by jury, and those which are not. This line was for all practical purposes drawn with us, as it is with you, by the distinct organisation and procedure of law and equity tribunals; but when we created only one set of tribunals, abolished all distinction between common law and equity pleadings, and melted down bills and declarations into a *complaint*, we found that we had some difficulty how to classify the causes which should go to a jury, and those which might properly be tried by a judge; and this has greatly perplexed us. Add to this the difficulty of knowing how to get out the facts under the new system, with reference to whether the case would have been, under the old, a subject of equitable or common law jurisdiction; and the great danger of the abuse of injunctions by introducing it as a *possible* remedy in *all* suits. I assure you we have had more questions of pleading, practice, and jurisdiction—yes, twenty times more, for the last ten years, since the Code came in, than we ever had before."

THE PAYMENT OF COMMON JURIES.*

Probably the first impression on even well-informed minds, when entering upon the question of paying common juries, will be one of surprise that common juries are *not* paid. Possibly, also, in this general unacquaintance with so singular a fact, may be found a solution of the obvious question, "How is it that so striking an anomaly can have been so long allowed to exist?" especially when the further fact comes under notice, that not only are common juries unpaid, but that they are the *only* persons, whose attendance at court is absolutely essential to the due administration of justice, whose services are not paid.

I hardly except "the great unpaid," as the magistrates of a county are sometimes designated, and grand jurors; for we are in a manner rewarded, if not remunerated, by honourable position; and there is this further distinction, that while the office of a magistrate is not compulsory, the labours of a common or petty juror are.

Upon inquiry into what class of life the common juror belongs to, it will be found in general terms that a householder rated in Middlesex on an annual value of £30, and in other counties of £20, is liable to serve on juries. The small shopkeeper, therefore, and the small farmer, are the humble but respectable portion of the community who are called upon and compelled to render irksome and laborious service gratuitously, while they see every one else in court is fittingly paid.

The judges, the officers of the court, counsel, solicitors, special jurors, coroners, coroners' jurors, county court jurors, sheriff's court jurors, suitors, prosecutors, witnesses, constables, police—all whose attendance is required, are paid, and properly so, the expenses to which they are necessarily subjected by their obedience to the summons of the Court, although all, or nearly all, are released when their respective causes have been heard.

But the common juror bears the burthen of all causes, for as many hours between breakfast and bed-time as the Court sits, he finds himself the only person unpaid; he knows that, if summoned as a witness, he would receive a regulated allowance of some few shillings for necessary expenses, and railway fare or mileage; whereas, if summoned as a juror, he loses day after day of farm or shop business, and has to undergo pecuniary loss besides, for all that food and lodging may cost him, which at sessions and assize periods may amount to a serious sum for a poor man. Who can wonder that an angry sense of injustice done him in a court of justice, prompts the expression, "It's a shame"?

I have never heard in any quarter, legal or other, a single reason suggested against the allowance to jurors of real expenses out of pocket, and the only idea thrown out as accounting possibly for the anomaly has been, that the juror of former times was probably of station more resembling our present grand juror, and consequently not needing pay for short or occasional service. In our own day it seems difficult to assign rational ground for the continuance of so exceptional a principle. If it be said that "England expects every man to do his duty," it may fairly be added, that "Every man expects England to pay for the duty when done." If it be held as an honour to be a juryman, it seems at least to be one that a man might equitably be allowed to decline, like witnesses, unless assured that "reasonable expenses" will be allowed. At present the juror is summoned under the penalty of £10. "Answer to your names and save your fines" is the significant, if not complimentary, address of the Court to the jury box.

The principle of paying jurors is shown in no manner more remarkable than by the payment of special jurors. If, for example, a gentleman of fortune is summoned on a special jury, he receives a guinea for the single cause, and a second guinea for a second cause. He does not want the guinea, but the small farmer or small shopkeeper does want, and does not get, even the one shilling per cause, allowed to all but the common juror.

In the evidence before "the Common Law Judicial Business Commissioners," accompanying their Report to Parliament in 1857, Mr. Justice Coleridge remarks upon "the strange and unjust practice of drawing common jurymen from the classes of small farmers, and small tradesmen, and giving them no payment for their attendance in a criminal court."

Before the same Commission, Sir John Bayley, Bart., many years clerk of assize on the Northern Circuit, in like manner commented on "the hardship of petty jurors being compelled to attend without any allowance."

Convinced as we all must be of the deep importance of securing the cordial sympathy of the public mind in aid of the due administration of justice, and having thus before us "the strange and unjust practice," and the acknowledged "hardship" of compelling so large a portion of our respectable middle class to perform really onerous and expensive duties without the remuneration received by all other classes engaged in the same work, I believe it to be the especial privilege of the "National Association for the Promotion of Social Science," to exercise a just influence in remedying a public wrong, by obtaining authority to include common jurors in the list of persons, who, as witnesses, &c., are now remunerated for compulsory attendance in courts of judicature, according to a recognised scale.

* A paper read before the National Association for the Promotion of Social Science, by William Merry, Esq., J. P.

WEST INDIAN INCUMBERED ESTATES COURT.

(From the *Estates' Gazette*.)

In another part of our present publication will be found the conclusion of Mr. Locke's valuable essay on the operation of the Irish Incumbered Estates Act, showing the great benefits which have arisen to the public and to the profession of the law from that wise and well-considered measure. It is not our intention to repeat, or even to analyse, Mr. Locke's elaborate statement, for which we request an attentive perusal. We will content ourselves with bearing the fullest testimony to the accuracy of his statements and figures, particularly with reference to the improved value of estates in Ireland. There can be no doubt that four or five years' purchase has been added to the average value of the land in that country; and the recent sale of Colonel Leslie's property in Meath, at rates varying from twenty-four to forty years' purchase, is a fair instance of the increase in value which has taken place. Nor, when we consider the facility, celerity, and cheapness of the proceedings under the Act, as contrasted with the harassing, protracted, and expensive investigations and forms on an ordinary sale, can we be in anywise surprised at such a result?

It is not, however, to the Irish Incumbered Estates Court, or its worthy successor, the Irish Landed Estates Court (happily a permanent institution), that we wish to draw the attention of the public, but to the sister court, which was established, or rather intended to be established, in 1854, by the Imperial Legislature, for the purpose of extending the same benefits to our West Indian possessions, but which, unfortunately, through defective legislation, did not come practically into operation till the end of last session of Parliament. It would be needless for us at the present time to point out errors which have been corrected, and omissions which have been supplied; but we think it right to mention the fact, that the original Act did not even contain the necessary clause conferring a good Parliamentary title on the purchaser!—the play of Hamlet, without the part of Hamlet. Such a fact is certainly of importance, as showing the mode in which Acts of Parliament are passed. Last session, however, the present Government, with a promptness which did them honour, passed an amendment Act, containing the well-tried provisions of the Irish Act, and additional clauses rendered necessary by the circumstances of

the West Indian properties; and at present the "West Indian Incumbered Estates Acts, 1854 and 1858," are, with a single exception, to which we shall hereafter advert, all that can be wished by the public or the profession.

The Court, thus fortified by the Legislature, has now commenced its operations, and the first sale, which took place in November last, was completely successful. The property offered for sale was the Arnos Vale Estate, in the Island of St. Vincent, and consisted of 454 acres of land, of which seventy-seven acres were waste land. Great opposition had been made to the order for sale; and in the learned Chief Commissioner's judgment, on making the rule absolute, he described the circumstances of the title and the conditions of the property in the following forcible manner:—"This property is charged far beyond its present value; is daily becoming more hopelessly insolvent; is subject to two Chancery suits; and is wholly uncultivated, and apparently without any propect of improvement. No circumstances could more strongly demand the interference of this Court to redeem it from its embarrassments, and to restore it to cultivation and commerce, the primary objects of the Act."—(*Solicitors' Journal*, vol. ii. p. 481). Certainly this description was not an inviting particular of sale, and yet, under the magic influence of a good Parliamentary title, without expense, the estate sold for £10,050, which exceeded what was expected by nearly one-third, and gave the most complete satisfaction to all concerned. And here we must notice one circumstance strongly indicative of the energy of this Commission, which bids fair to rival its sister court in Ireland. On the very *same day* on which the sale took place, an order for possession was given, and sent out by that night's mail. The object of this unprecedented despatch was to enable the purchaser to plant the estate at the present season, and to save the loss of a whole year; and we cannot too strongly applaud the Chief Commissioner's conduct in departing from ordinary forms on this occasion. The news of the sale has already made a sensation in the island of St. Vincent and neighbouring colonies, and in the West Indian interest at home, and inquiries are numerous as to the mode of bringing estates under the operation of these Acts. But one omission in the original Act requires yet to be supplied. The Acts can come into operation only by an address from the local legislatures; and these bodies, for whatever reasons, appear to be so indifferent to the broad public principles which imperatively demand these Acts, and to the weighty pecuniary interests involved, that, out of the sixteen West Indian colonies, we believe three only have at present addressed the Crown. The sale of the Arnos Vale estate, the high price realised, the quick despatch of business, the little expense or trouble which attended it, may open the eyes of the colonial legislatures; but if such do not, we trust that the Imperial Legislature, which passed the Act of 1854, will not hesitate to repair its error, and make these Acts as binding in the West Indies as the Irish Act is in Ireland. Five years hence, and perhaps before, the colonists will, we predict, be as grateful as the Irish people are now, and will, in like manner, call upon Government to perpetuate so beneficial an institution.

It remains for us to add some practical details as to the constitution and working of the Commission. The staff in England at present consists of the Chief Commissioner, Mr. Stonor, a gentleman of whose abilities as a real property lawyer it is unnecessary for us to speak; an Assistant Commissioner, Sir Frederick Rogers, who has also long ably discharged the duties of an emigration commissioner; and a Secretary, Mr. Cust, to whose assiduity and courtesy we have great pleasure in testifying. Of the minor appointments we are ignorant; but we cannot omit mentioning that the court in Park-street, Westminster, follows close on the steps of its prototype in Henrietta-street, Dublin, by the manner in which every information and assistance are readily and willingly afforded by all its officers and subordinates. With regard to the local officers, in every colony which addresses the Queen, the Chief Justice and his secretary become the Local Commissioner and Secretary under these Acts. Their remuneration for these duties is not derived from any additional salaries, so as to burden the colonies, but from moderate fees on certain proceedings, and similar per-centages on the amount of the sale. The former will not exceed in any case £10 to the Commissioner and £5 to the Secretary; and the latter will vary from £1 to one-eighth per cent., according as the whole or part of the proceedings are carried on and completed in the colony or not. If all the proceedings and the sale are completed in England, there are no fees or commission whatever payable. In every case, the conveyance is, by a clause in the amendment Act, exempt from stamp duty. We understand that it has been considered advisable to revise the General Rules and Orders of the Court, and we, therefore, postpone their consideration till such revision is complete.

We have now only to add to the foregoing remarks our strenuous advice, that all who are interested in West Indian estates which lie "wholly uncultivated and apparently without any prospect of improvement," or borne down by the heavy fetters of incumbrances, should exert their influence both in the local and imperial legislatures, in order that they may obtain for themselves and others the benefit of these Acts. There is, evidently, not at present the same panic that existed in Ireland when the Incumbered Estates Act came into operation: but if the large mass of uncultivated land in the West Indies is not speedily brought into the market, under these truly beneficial Acts, some disaster must be expected. Estates will, undoubtedly, further depreciate in value, incumbrances will accumulate in amount, and ultimately, in too many cases, the incumbrancers will lose heavily in principal as well as interest, and owners will be deprived of all possible surplus by delay. It is not, however, to the parties thus directly interested that we alone address ourselves, but in the name of the public good we also call upon all real lovers of their country, who desire to develop her resources and the resources of her colonies, to exert themselves to redeem from waste and neglect our extensive and valuable West Indian possessions. Lastly, we invite every true philanthropist to give his aid, anxious to secure a fair trial for that great act of imperial justice, Negro Emancipation, and mindful that it is against the interests of mankind that there should exist in any state, at any time, idle men or idle land.

Societies and Institutions.

LAW AMENDMENT SOCIETY.—The next meeting will be held on Monday evening, at eight o'clock, when a paper will be read by Mr. Edgar, on the Law relating to Artistic Copyright. Mr. Wingfield has given notice of a motion that the rules laid down by the benchers of the inns of court, which compel an attorney or solicitor to take his name off the rolls before entering as a student, ought to be abrogated. Mr. Hastings has resigned the office of secretary, which he had held for upwards of three years; and the Council, on Monday last, appointed Mr. Edgar his successor. They also passed a unanimous resolution, expressing their regret at the reaignation of Mr. Hastings, and their sense of his services to the society. The step taken by Mr. Hastings is owing solely to the pressure of other engagements, which make it impossible for him to continue to conduct the business of the society. During the period of his secretaryship the number of members has greatly increased, and the income has more than doubled; a good law library has been formed, and facilities afforded to members of Parliament and others interested in legislative matters for obtaining practical information. In January, 1857, Mr. Hastings organised the Mercantile Law Conference, composed of representatives of law societies and chambers of commerce throughout the whole country, to consider the practical defects in our commercial law, and the best remedies. Lord Lyndhurst alluded to this conference in the House of Lords, during the last session of Parliament, as "one of the most important and best-managed of all the public meetings ever held in this country." In the autumn of the same year Mr. Hastings conducted the proceedings of the great reformatory meeting, held at Bristol, under Lord Stanley's presidency, at which several important questions relating to the treatment of criminals were elucidated; and very shortly after, and as the result of his observations at these two conferences, he originated the plan of the National Association for the Promotion of Social Science, which has since been carried out with such remarkable success. We believe that Mr. Hastings' resignation is much regretted by the members of the society, from whom he always received a cordial support, and not the least by its president, Lord Brougham.—*From a Correspondent.*

JURIDICAL SOCIETY.—This society will hold its next meeting on Monday evening, Sir Richard Bethell in the chair. The subject for discussion is—"The Use and Authority of Precedents."

NATIONAL ASSOCIATION FOR THE PROMOTION OF SOCIAL SCIENCE.—On Tuesday last, Mr. Hastings, general secretary to the National Association for the Promotion of Social Science, attended a numerous meeting of the merchants, manufacturers, clergy, and other influential inhabitants of Bradford and its neighbourhood, for the purpose of making known the local arrangements which will be necessary for receiving the association at its third annual meeting, to be held at Bradford in October

next. This preliminary meeting was held in St. George's Hall, under the presidency of Mr. Brown, Mayor of Bradford, who expressed his conviction that the association would meet with a most hearty reception from the inhabitants of the town. Indeed, from the spirited manner in which the subject had been taken up already, he was encouraged to hope that the meeting next autumn would be the best which the association had yet had. Letters were read from Lord Goderich, M.P., Mr. Wickham, M.P., Mr. Bazley, M.P., Mr. John Rand, and Mr. Ackroyd, who were unable to attend, but who expressed their readiness to co-operate in promoting the success of the meeting of the association. Mr. Wickham's letter contained a request that his name might be put down for £100 in the list of subscribers to the guarantee fund required to meet the local expenses. Mr. Hastings then addressed the assembly. He said, if he had wanted any confirmation of the assurance which the Mayor had given that the meeting of the association in Bradford was likely to be a successful one, he had that confirmation in the fullest manner in the very gratifying meeting of the gentlemen he saw present. He then described the objects of the National Association, and mentioned the local arrangements which would have to be made for the meeting. He also alluded to the importance of obtaining papers on local matters to be read before the meeting. Mr. H. W. Ripley, President of the Bradford Chamber of Commerce, moved—"That for the purpose of making the necessary arrangements for the reception of the National Association for the Promotion of Social Science in the autumn of 1859, a general local committee be formed, to consist of the subscribers to the guarantee fund, the members of the Town Council, the members of the Chamber of Commerce, and the members of the committees of the Mechanics' Institute and the Library, with the clergy and ministers of all denominations, and that these several bodies be requested to appoint an executive committee, to consist of ten members—namely, three to be selected by the Town Council, three by the Chamber of Commerce, two by the committee of the Mechanics' Institute, and two by the Library committee, and that both the general and the executive committees have power to add to their numbers." The resolution was seconded by the Rev. J. H. Ryland, president of the Mechanics' Institute, supported by Mr. Alderman Rand, and carried unanimously. Mr. M. W. Thompson moved—"That in order to render the meeting at Bradford as generally useful as possible, it is desirable to obtain the co-operation of the several towns of the West Riding, and that the mayors and other chief officers of those towns be requested to form, for that purpose, local committees in their respective localities." Mr. Storey seconded the motion, and it was agreed to. Mr. John Darlington was appointed secretary pro tem. to the committee now formed. Several gentlemen then added their names to the list of subscribers to the guarantee fund, which now amounts to £1400. A vote of thanks to the Mayor for his conduct in the chair concluded the business.

Law Students' Journal.

LAW LECTURES FOR THE WEEK.

MONDAY, THE 17TH.—*Common Law:* Public Lecture, Inner Temple-hall, 2 p.m.—"Component Elements of our Law Merchant, and Sources whence it is derived."

TUESDAY, THE 18TH.—*Common Law:* Reader's Private Class, Inner Temple-hall, 11.45 a.m.

WEDNESDAY, THE 19TH.—*Constitutional Law:* Public Lecture, Lincoln's-inn-hall, 2 p.m.—"Rise and Progress of our Constitution from Henry III. to House of Brunswick."

THURSDAY, THE 20TH.—*Equity:* Public Lecture, Lincoln's-inn-hall, 2 p.m.—"The Nature of Equity, and the General Principles adopted by the Court of Chancery." *Constitutional Law:* Reader's Private Class, Benchers' Reading Room, Lincoln's-inn, 9.30 a.m. *Common Law:* Reader's Private Class, Inner Temple-hall, 11.45 a.m.

FRIDAY, THE 21ST.—*Real Property Law:* Public Lecture, Gray's-inn-hall, 2 p.m.—"Law of Husband and Wife as respects Property." *Equity:* Reader's Private Class, Benchers' Reading Room, Lincoln's-inn, 3.15 p.m.

WHAT IS "READY MONEY?"—Vice-Chancellor Sir W. Page Wood recently gave judgment in a case which involved a question as to what would pass under a bequest made in the words—"all my ready money," the testatrix having died possessed of money in the savings bank, and notes of hand to a considerable amount. His Honour held that cash in the house of the testatrix, and her balance at the savings bank at the time of her death, passed under the bequest of her "ready money," but not the money secured by notes of hand.

Admission of Attorneys.

Queen's Bench.

IN AND ON THE LAST DAY OF HILARY TERM, 1859.

Clerk's Name and Residence.	*To whom Articled, Assigned, &c.*
Barker, John Edward, 10, Bolton-street, Piccadilly; and Aylesbury	R. Rose, and J. Parrott, Aylesbury.
Bloxam, William Tucker, 16, Lower Bedford-place, Russell-square; and 1, Bedford-row	C. J. Bloxam, Lincoln's-inn-fields; J. J. Blandy, Reading.
Hearfield, John, jun., Kingston-upon-Hull	C. Preston, Kingston-upon-Hull.
Hughes, William Lloyd, 23, Amwell-street, Pentonville; and Liverpool	T. B. Collier, Liverpool; G. M. Gray, Staple-inn.
Mullings, John, Cirencester; and Acton-street, Gray's-inn-road	R. Mullings, Cirencester.
Rowbottom, Lever Robert, 14, Upper Vernon-street; and Wigan	T. F. Taylor, Wigan.
Sharp, Charles Kirkpatrick, 1, Circus-place, Finsbury-circus; 21, South Molton-street, Oxford-street; and York-road, Lambeth	A. Digby, Circus-place.
Sowton, Henry, Great James-street	J. Sowton, Great James-street.

THE LAST DAY OF HILARY TERM, 1859.

Anderton, Frederic, Bury; 26, Berkeley-street, Lambeth	Robert Crossland, Bury.
Barton, Walter, Sydenham	W. S. T. Sandilands, Fenchurch-street.
Brown, Charles William, 13, Abbey-road, St. John's-wood	C. J. Brown, New-inn.
Buchanan, Robert Hamilton, jun., 21, Weymouth-street	W. S. Jones, Malmesbury.
Carter, William Hemmett, Barnstaple; Pentonville; and Gower-street	J. R. Chanter, Barnstaple.
Day, Wallace, M.A., 15, Clement's-inn; Serjeants'-inn; and Temple	W. Jones, Serjeants'-inn.
Earle, Horace, Windsor; Walsall; and Hoxton	C. Ford, Bloomsbury-square.
Edwards, Thomas, 16, Vorley's-villas, Junction-road, Upper Holloway	A. R. Steele, Lincoln's-inn-fields.
Fenton, John Battye, 8, Ely-place, Holborn; Bousfield-terrace, Highbury; and Brooksby-street, Liverpool-road	F. T. Fenton, Gravesend; H. Edwards, Ely-place.
Harrison, Arthur Armstrong Lock, 3, Great College-street, Westminster	J. S. Harrison, Taunton; J. Leech, Moorgate-street.
Harrison, Alexander, jun., Handsworth, Stafford	H. Hawkes, Birmingham.
Hayward, Thomas, Oxford; Putney; and Harrow-road	H. R. Hill, Throgmorton-street.
Heard, George Gustavus Gilbert, 18, Devonshire-terrace, Hyde-park	J. J. Millard, Cordwainers'-hall.
Hempson, George, 9, Dudley-place, Paddington	T. Lott, Cheapside.
Holloway, Richard Henry, Buttsbury; and Billericay, Essex	M. G. Smith, Southampton-buildings; D. B. Smith, Slough; E. Woodard, Billericay.
Jacques, Edwin, Highbury-house; Birmingham; and Pimlico	E. Baker, Birmingham.
Martin, George, Bradford, Wilts	J. Bush, Bradford.
M'Millin, John, 4, Claremont-road, Barnsbury-road, Pentonville-road	A. King, Lyon's-inn.
Owen, Henry James, 10, St. Albans-road, Kensington	H. Nethersole, Strand.
Paddison, Howard, 43, Queen's-square, Bloomsbury	D. S. Morice, Coleman-street.
Payne, William, 10, Pembroke-terrace, Caledonian-road; Milverton; Calthorpe-street, Thornhill crescent; and Huntington-street, Islington	J. Payne, Milverton; A. R. Payne, Milverton.
Perham, John, 16, Doughty-street, King's-road	T. Hamlin, Wrington.
Peters, Daniel John, 13, Rochester terrace, Camden-town	Henry Abbott, Bristol.
Peverley, Benjamin, 86, Pentonville-rd., Pentonville; and Stonefield-terrace, Cloudesley-sq.	H. Scarman, Coleman-street; F. Moon, Lothbury.
Redfern, William, 14, Gray's-inn-square; and Brixton	S. Shuttleworth, Gray's-inn; S. Redfern, jun., Gray's-inn.
Roberts, Henry Brougham, 17, Spring-gardens, Whitehall	S. Roberts, Whitehall.
Rowland, Frederick Browne, Roke, Coulsdon, near Croydon; and Ramsbury, Wilts	W. Rowland, Ramsbury; H. Richards, Croydon.

Clerk's Name and Residence.	*To whom Articled, Assigned, &c.*
Ridsdale, Francis James, jun., Clapham	F. J. Ridsdale, Gray's-inn.
Spencer, Richard Evans, Cardiff; and Hart-street, Bloomsbury-square	R. W. Williams, Cardiff.
Stone, Thomas, Tarlton, near Cirencester; and Percy-circus, Pentonville	R. Mullings, Cirencester.
Turner, William, Castle-street, Exeter	G. W. Turner, Exeter.
Vent, William, Woolwich; and Plumstead-common, Kent	G. Fry, Mark-lane.
Ware, Samuel, jun., 6, Wells-street, Gray's-inn-road	C. H. Venn, Exeter.
Ward, Francis William, Merton; and Salisbury	J. H. Bickersteth, Salisbury; C. W. Squarey, Salisbury.
Wilson, John Seyer Worrall, Abergavenny	W. Vizard, Lincoln's-inn-fields.

TAKING OUT AND RENEWAL OF ATTORNEYS' CERTIFICATES.

LAST DAY OF HILARY TERM, 1859.

Foster, Lambert Blakewell, jun., 53, Gower-street.

Nichols, Samuel, 34, Cumming-street, Pentonville.

3RD DAY OF FEBRUARY, 1859.

Kimberley, James William, Birmingham.

EASTER TERM, 1859.

Kitson, Edward Bellamy, Middle Chinnock.

14TH DAY OF JANUARY, 1859.

Thornhill, Henry Jordan, 2, New-square, Lincoln's-inn.

1ST DAY OF FEBRUARY, 1859.

Addison, William Richard Oliver Cromwell, Soham.
Addison, Thomas Russell, Soham.
Aldham, Robert Huxley, King's Lynn.
Bickley, William, 2 and 24, Bessborough-gardens, Pimlico.
Brodie, Alexander, 17, Titchfield-terrace, N.W.; and Lincoln's-inn-fields.
Brown, Henry Hill, 7, Milton-villas, Milbrook-road, Brixton.
Burrell, Edward Montague, Ironmongers'-hall, Fenchurch-street.
Crafts, John, 7, Penton-street, Pentonville-road; and Fisherton Anger, near Salisbury.
Collyer, Edward William, 13, Bedford-square.
Dawson, Roger, Rugby; and Ruabon.
Durant, Thomas, Poole.
Every, William, 5, Raymond-bldgs., Gray's-inn; and Mecklenburgh-street.
Frere, Horace, 77, Ebury-street.
Fryer, Charles, Preston; and Leeds.
Giles, Netlam John, 55, Lincoln's-inn-fields; Brynbella, Flint; Switzerland; and France
Hett, Boslin, Brigg.
Johnson, William, Liverpool.
Justice, William, 77, Margaret-street, Wilmington-square, Pentonville.
Keddell, Frederick, 46, Fish-st.-Hill; Park-terrace, New-cross, Deptford; Baden-Baden, and Heidelberg, in the Grand Duchy of Baden.
Kirby, James, Barnard Castle.
Lucas, Robert, 70, Lincoln's-inn-fields; Lower Calthorpe-street, Gray's-inn-road; and Bromley.
Moss, Alfred, 5, Lyndhurst-terrace, Lyndhurst-road, Peckham.
Nicholson, Alfred, Liverpool.
Partington, Joseph, Rochdale.
Peacock, Lewis, 19, Hugh-street, Eccleston-square, Pimlico.
Price, George, 16, Chalcot-terrace, Queen's-road, Regent's-park.
Pulsford, William, Highbridge, near Bridgewater; and Basinghall-street.
Selby, George, Surbiton, near Kingston.
Senior, James Christopher, 12, Normanby-cottages, Warner-road, Camberwell-new-road; and Richmond.
Sherrington, Samuel Benjamin, Great Yarmouth.
Tench, James, Smethwick.
Thomson, Paget, South Shields.
Walter, William, 14, George-street, Mansion-house.
Woodburn, John Dale, Preston.
Wood, Richard, Worcester.

Court Papers.

Court of Chancery.

ORDER OF THE MASTER OF THE ROLLS APPOINTING EXAMINERS.—*Jan.* 10, 1859.

WHEREAS, by an Order made by the Right Honourable the Master of the Rolls, on the 13th day of January, 1844, it was, amongst other things, ordered, that every person who has not previously been admitted an attorney of the Courts of Queen's Bench, Common Pleas, and Exchequer, or one of them, should, before he be admitted to take the oath required by the statute 6 & 7 Vict. c. 73, to be taken by persons applying to act as solicitors of the High Court of Chancery, undergo an examination touching his fitness and capacity to act as a solicitor of the said Court of Chancery; and that twelve solicitors of the same court, to be appointed by the Master of the Rolls in each year, be examiners for the purpose of examining and inquiring touching the fitness and capacity of any such applicant for admission as a solicitor; and that any five of the said examiners shall be competent to conduct the examination of such applicant.

Now, in furtherance of the said Order, the Right Hon. the Master of the Rolls is hereby pleased to order and appoint that Edward Savage Bailey, Ralph Barnes, John Henry Bolton, Bartle John Laurie Frere, Charles Kaye Freshfield, John Swarbreck Gregory, Edward Lawrance, Joseph Maynard, Edward Leigh Pemberton, Edward Rowland Pickering, Edward White, and William Williams, Solicitors, be Examiners until the 31st day of December, 1859, to examine every person (not having been previously admitted an attorney of the Courts of Queen's Bench, Common Pleas, and Exchequer, or one of them) who shall apply to be admitted a solicitor of the said Court of Chancery, touching his fitness and capacity to act as a solicitor of the said Court. And the Master of the Rolls doth direct that the said Examiners shall conduct the examination of every such applicant, as aforesaid, in the manner, and to the extent pointed out by the said Order of the 13th day of January, 1844, and the Regulations approved by his Lordship in reference thereto, and in no other manner, and to no further extent.

(Signed) JOHN ROMILLY, M. R.

ORDER OF COURT.

TRANSFER OF CHANCERY CAUSES.—*Jan.* 11, 1859.

The following causes have been transferred by order of the Lord Chancellor from Vice-Chancellor Sir William Page Wood to Vice-Chancellor Sir Richard Torin Kindersley:—

Fryzer *v.* Payne (Mtn. for dec.)
The Collins Company *v.* Walker (do.)
Wright *v.* Edwards (do.)
Ingram *v.* Suckling (do.)
Childs *v.* Hunt (do.)
Smith *v.* Salisbury (Cause)
Taunton *v.* Garrard (do.)
Matthews *v.* Great Northern Railway Company (Mtn. for dec.)
Guy *v.* Millington (Cl.)
Gwilt *v.* Kerr (Cause)
Green *v.* Measures (Cause)
Wason *v.* Westminster Improvement Commissioners (Mtn. for dec.)
Spurway *v.* Sturgis (do.)
Wallis *v.* Wallis (do.)
Anstwick *v.* Burrows (do.)
Bailey *v.* Judd (Cause)
Bennett *v.* Donaldson (Mtn. for dec.)
Jones *v.* Dighton (do.)
Boyd *v.* Barker (Cause)
Hodgson *v.* Bower (Mtn. for dec.)

The Vice-Chancellor Kindersley will not commence hearing these transferred causes earlier than Tuesday, Jan. 18, 1859.

CAUSE LISTS.—HILARY TERM, 1859.

☞ *The following abbreviations have been adopted to save space:—*

A. Abated—*Adj.* Adjourned—*A. T.* After Term—*App.* Appeal—*C. D.* Cause Day—*Cl.* Claim—*Cts.* Costs—*D.* Demurrer—*Ex.* Exceptions—*F. C.* Further Consideration—*F. D.* Further Directions—*K.* V. C. Kindersley—*M.* Master of the Rolls—*Mtn.* Motion—*P. C.* Pro Confesso—*Pl.* Plea—*Pts.* Petition—*R.* Rehearing—*S.* V. C. Stuart—*S. O.* Stand over—*Sht.* Short—*W.* V. C. Wood.

LORD CHANCELLOR AND LORDS JUSTICES.

APPEALS.

L. C.	Wythes *v.* Labouchere (W.) (part heard)		Brandon *v.* Brandon (K.)
Fll.Ct. 17Jan.	Haviland *v.* Mortiboy (S.)		Lewis *v.* Young (W.)
			Oddie *v.* Brown (S.)
			Jaillon *v.* Evans (M.)
L. C.	The Great Luxembourgh Railway Company *v.* Magnay (defective) (M.)		Wright *v.* London Dock Company (S.)
			Lindsay *v.* Gibbs (M.)
Full Ct.	Maddison *v.* Chapman (W.)		Attorney-General *v.* Davey (M.)
L. C.	Stewart *v.* Jones (W.)		
	Cook *v.* Sturgis (S.)		The Life Association of Scotland *v.* Greene (S.)
L. C.	Monypenny *v.* Monypenny (W.)		Espin *v.* Pemberton (K.)
	Greenwood *v.* Jemmett (M.)	L. C.	Att.-Gen. Chambers } F. C.
	Parker *v.* Hills (W.)		Att.-Gen. Rees }

MASTER OF THE ROLLS.

CAUSES, &c.

Sandle *v.* Cutts (Ex. to answer)
Meale *v.* Bacon (Mtn. for dec. Feb. 2)
Elletson *v.* Elletson (do. Jan. 30)
Case *v.* Midland Railway Company (do. Jan. 14)
Heaton *v.* Tempest (Cause Jan 13)
Gray *v.* Falconer (do.)
St. Albyn *v.* Harding (Mtn. for dec. Jan. 19)
Rogers *v.* Gichard (do. Jan. 13)
Robinson *v.* Biggs (do.)
Wilcoxon *v.* Mackenzie (Cause Jan. 13)
Arnold *v.* Bainbrigge } (do.)
Wolferston *v.* Bainbrigge }
Archer *v.* Dowsing (Mtn. for dec. Jan. 13)
Leake *v.* Taylor } (do.)
Leake *v.* Taylor }
Stansfeld *v.* Greene (Cause Feb. 9)
Cole *v.* Gibbons (Mtn. for dec. Jan 19)
Bird *v.* Dingle (do.)
Allen *v.* Spring (do.)
Jackson *v.* Collins (Cl.)
Mason *v.* Bateson (Cause)
Day *v.* Marshment (Mtn. for dec.)
Badger *v.* Littlewood (do.)
Cotton *v.* Butters (do.)
Garrard *v.* Taunton (Cause)
Att.-Gen. *v.* Bridger (Mtn. for dec.)
Wilkinson *v.* Bewicke (F. C.)
Pearson *v.* Amicable Assurance Society (Mtn. for dec.)
Stephenson *v.* Conyer (Cause)
De Winton *v.* Mayor, Aldermen, and Burgesses of the Borough of Brecon (Mtn. for dec.)
Robertson *v.* Greening (Cause)
Tongue *v.* Brooks (Mtn. for dec.)
Wright *v.* Pagen (do.)
Barlow *v.* Barlow (Cause)
Collins *v.* Jackson (Mtn. for dec.)
Waldren *v.* Brown (do.)
Musson *v.* Hackett (do.)
Haycock *v.* M'Creight (Cause)
Tiplady *v.* Robson (F. C.)
Whitfield *v.* Robson (Mtn. for dec.)
Cox *v.* Williams (do.)
Whapham *v.* Atkinson (F. C.)
Sherwood *v.* Jackson (do.)
Tackle *v.* Reeves (Cause)
Cooper *v.* Shaw (Mtn. for dec.)
Metropolitan Counties, &c., Society *v.* Brown (do. [after Term] part heard)
Kirby *v.* Carter } (F. C.)
Hayton *v.* Kirby }
Miller *v.* Kempe (do.)
Sparrow *v.* Farmer (Cl.)

Marsh *v.* Beard (Mtn. for dec.)
Cresswell *v.* Hankins (Cause)
Grey *v.* Jenkins (Special case)
Cantwell *v.* Arntz (Cause)
Scott *v.* Josslyn (Mtn for dec.)
Attorney-Gen. *v.* Love (F. C.)
Read *v* Stedman (do.)
Angrave *v.* Wing (do.)
In re Blake } (do.)
Neale *v.* Stewart }
Lock *v.* Venables (Mtn. for dec.)
Addams *v.* Ferick (F. C.)
Carter *v.* Sebright (Mtn. for dec.)
Pretty *v.* Soily (F. C. and Sumns. to vary certificate)
Thompson *v.* Robinson (Mtn. for dec.)
Cooper *v.* Trewby (do.)
Pinder *v.* Ruddell (Cause)
Boustead *v.* Bromley (Mtn. for dec.)
Mathews *v.* Joule } (Cause Jan. 13)
Mathews *v.* Wynne }
Robins *v.* Gibbs (F. C.)
Rutter *v.* Fothergill (Cl.)
Finney *v.* Anthony (F. C.)
Donaldson *v.* Donaldson (F. C.)
Bluck *v.* Nallalue (Cause)
Tarbutt *v.* Tarbutt (Mtn. for dec.)
Cochrane *v.* Robinson (do.)
Harrison *v.* Rhodes (Cause)
Meddings *v.* Bowyer (do.)

VICE-CHANCELLOR SIR RICHARD T. KINDERSLEY.

CAUSES, &c.

Bignold *v.* Giles (Mtn. for dec. pt. heard)
Lawrence *v.* Campbell (D.)
Wilson *v.* Beddard (F. D. & C.)
Wright *v.* Wilkin (Cause and adj. sum.)
Bisgood *v.* Rickard (Cause—Jan. 20)
Lincoln *v.* Wright (Mtn. for dec.)
Hamilton *v.* Smith (Cause)
Whitmore *v.* Pepper (do)
Price *v.* Bostock (do.)
Williams *v.* Rowland (do.—Jan. 12)
Archer *v.* Hall (Mtn. for dec.)
Mason *v.* Eales (Cl.)
Lambarde *v.* Peach (Cause)
Southwell *v.* Cross (Mtn. for dec.)
Smith *v.* Browning (do.)
Lamming *v.* Lamming (do.)
Smith *v.* Atkinson (F. C.)
Price *v.* Davies (Mtn. for dec.)
Atkinson *v.* Gylby (F. C.)
Bradshaw *v.* Bradshaw (Mtn. for dec.)
Skidmore *v.* Groves (do.)
Coveney *v.* Watts (Cl.)
Browne *v.* Savage (Mtn. for dec.)
Ward *v.* Talbot (Cause)
Jones *v.* Thompson (Mtn. for dec.)

VICE-CHANCELLOR SIR JOHN STUART.

CAUSES, &c.

Nutt *v.* Painter (D.)
Fletcher *v.* Sparks (Pl.)
Rossall *v.* Charnley (Cause)
Bryant *v.* Easterson (Mtn. for dec.)
Turner *v.* Ince (do.)
Fox *v.* Chichester (do.)
Tyrer *v.* Broom (do.)
Fripp *v.* Douglas (Cause — after Term)
Fox *v.* Earl of Chichester (Mtn. for dec. & sums. in Fox *v.* Earl Amhurst).
Prichard *v.* Hindle (Mtn. for dec.)
Coltman *v.* M'Murray (do.)
Graham *v.* Burton (Mtn. for dec. against Deft. Woodhouse & Cause against other Defts.)
Sealy *v.* Robertson (F. C.)
Macmeikin *v.* Hawks (Mtn. for dec.)
Cornwall *v.* Davies (Cause)
Morgan *v.* Higgins (do.)
Watson *v.* Saul (Mtn. for dec.)
Brown *v.* Williams (Cl.)
Williams *v.* Cowlishaw (Cause)
Brook *v.* Eastwood (do.)
Herrett *v.* Loe (Mtn. for dec.)
Handley *v.* Davies (do.)
King *v.* Pugh (do.)
Swift *v.* Parry (do.)
Astley *v.* Brown (Cause)
Blackburn *v.* Hartley (Mtn. for dec.)
Burt *v.* British Nation Life Association (Cause pt. heard)
Pinkus *v.* Wood (Cause)
Withall *v.* Tuckwell (do.)
Hill *v.* Fackrell (Mtn. for dec.)
Davies *v.* Parry (do.)
Baker *v.* Hunter (do.)
Grey Coat Hospital *v.* Westminster Improvement Commissioners (F. C.)
St. Margaret's Hospital *v.* Same (do.)
Snowdon *v.* Wright (Cause)
Barnes *v.* Peters (do.)
Webster *v.* Pugh (Mtn. for dec.)
Harland *v.* Cass (F. C.)
Nelson *v.* Stocker (Mtn. for dec.)
Hudson *v.* Mabon (F. C.)
Stubbs *v.* Tutin (Mtn. for dec.)
Robinson *v.* Robinson (F. C.)
Townend *v.* Townend (Mtn. for dec.)
Glencross *v.* Pulman (do.)
Leach *v.* Martin (F. C.)
Slight *v.* Neal (Mtn. for dec.)
Tyrrell *v.* Nias (do.)
Wood *v.* Schofield (do.)
Butcher *v.* Jenkinsop (F. C.)
Jones *v.* Hayward (do.)
Hindle *v.* Bryan (do.)
Bate *v.* Bate (do.)
Johns *v.* Johns (Mtn. for dec.)
Cottrell *v.* Ledsam (F. C.)
Oakden *v.* Wicker (Cause)
Gardner *v.* Harrison (Mtn. for dec.)
Settle *v.* Burns (do.)
Phillips *v.* Richards (do.)
Williams *v.* Roberts (F. C.)
Pendleton *v.* Booth (Cause)
Heath *v.* Gilbert (do.)
Dimsdale *v.* Crewe (Mtn. for dec.)
Shaw *v.* Juggins (do.)
Harris *v.* Bevan (F. C.)
Hill *v.* King (Mtn. for dec.)
Vining *v.* Knight (do.)
Plaskitt *v.* Worsley (F. C.)
Pound *v.* Lewis (Mtn. for dec.)
Hertslett *v.* Scott (do.)

VICE-CHANCELLOR SIR WILLIAM P. WOOD.

CAUSES, &c.

Gee *v.* Johnstone } (Two D. & Mtn.
Gee *v.* Johnstone } by order)
Kidger *v.* Worswick (Exons. to ans.)
Parker *v.* Watkins (Mtn. for dec.)
Watkins *v.* Eaton (do.)
Morris *v.* Wilson (do.)
Senhouse *v.* Gaitskell (do. & ptn.)
Puxley *v.* Puxley (Mtn. for dec.)
Napier *v.* Routledge (do.)
Heming *v.* Leifchild (Cause)
Jayne *v.* Harris (Mtn. for dec.)
Aspinall *v.* The London and North Western Railway Company (F. C. & mtn. to vary cert.—Jan 12)
Gwyn *v.* Watney (Cause)
Walrond *v.* Rosslyn (Mtn. for dec.)
Walker *v.* Williams (Cause)
The Official Manager of the London and Eastern Banking Corporation *v.* Morris (do.)
Att.-Gen. *v.* London and North-Western Railway Company (Mtn. for dec.)
Jones *v.* Mingay (do.)
Williams *v.* Powell (Cause)
Barker *v.* Milner (Sp. case)
Kenward *v.* Holman (F. C.)
Orr *v.* Dickinson (Mtn. for dec.)
Reynolds *v.* Godlee (Cause)
Parker *v.* Lake (F. C.)
Chittenden *v.* Lawford (do)
Avison *v.* Simpson (Sp. case)
Sleight *v.* Lawson (F. C.)
Bunny *v.* Bunny (do.)
Wycherley *v.* Barnard (do. and sumns. to vary cert.)
Parker *v.* Hills (Mtn. for dec.)
Calvert *v.* Calvert (do.)
Denison *v.* Avison (F. C.)
Harrison *v.* Watts (do.)
Powell *v.* Powell }
Powell *v.* Powell } (F. C.)
Powell *v.* Sheriff }
Bellamy *v.* Brickenden (Mtn. for dec.)
Holmes *v.* Tamplin (F. H. on equity resd.)
Eade *v.* Parnell (F. C.)
Henney *v.* Fenton (do.)
Cowell *v.* Cowell (Mtn. for dec.)
Wylie *v.* Wylie (F. C.)
Wylie *v.* Enohin (Mtn. for dec.)
Sidebottom (A. K.) *v.* Sidebottom (Cause)
Purley *v.* Hyder (M. for dec. & ptn.)
Bullough *v.* Bullough (F. C.)
De Combe *v.* De Combe (do.)
Humphry *v.* Stevens (do.)
Fryzer *v.* Payne (Mtn. for dec.)
The Collins Company *v.* Walker (do.)
Price *v.* Bate (do.)
Wright *v.* Edwards (do.)
Brent *v.* Briggs (Cause)
Stocks *v.* Barré (F. C.)
Ingram *v.* Suckling (Mtn. for dec.)
Darvill *v.* Lyddon }
In re Sanford } (F. C.)
Bennett *v.* Lyddon }
Webber *v.* The Portsmouth Railway Company (do.)
Spicer *v.* Webb (Mtn. for dec.)
Spicer *v.* Webb (F. C. and ptn.)
Childs *v.* Hunt (Mtn. for dec.)
Smith *v.* Spilsbury (Cause)
Spensley *v.* Wilson (F. C.)
Wooldrige *v.* Wooldridge (Sp. case)
Taunton *v.* Garrard (Cause)
Matthews *v.* Great Northern Railway Company (Mtn. for dec.)
Churchill *v.* Clonbrock (Cause)
Guy *v.* Millington (Cl.)
Gwilt *v.* Kerr (Cause)
Green *v.* Measures (do.)
Wason *v.* Westminster Improvement Commissioners (Mtn. for dec.)
Spurway *v.* Sturgis (do.)
Standen *v.* Hitchings (F. C.)
De Chatelain *v.* De Pontigny (do.)
Wallis *v.* Wallis (Mtn. for dec.)
Anstwick *v.* Burrows (do.)
Bailey *v.* Judd (Cause)
Bennett *v.* Donaldson (Mtn. for dec.)
Jones *v.* Dighton (do.)
Thornton *v.* Stevenson (F. C.)
Boyd *v.* Barker (Cause)
Hodgson *v.* Bower (Mtn. for dec.)
Lyle *v.* Lord Yarborough (F. C.)
Steele *v.* Syers (Mtn. for dec.)
Bowerman *v.* Bowerman } (F. C.)
Bowerman *v.* Hirtzell }
Eccles *v.* Liverpool Borough Bank (Mtn. for dec.)
Ward *v.* Shrimpton (do.)
Brown *v.* Jarvis (do.)
Boynton *v.* Boynton (do.)
Wilde *v.* Russell (do.)
Messenger *v.* Pattison (Cause)
Robinson *v.* Fisher (F. C.)

Common Law Courts.

COMMON LAW RULE APPOINTING EXAMINERS.

HILARY TERM, 1859.

IT IS ORDERED that the several Masters for the time being of the Courts of Queen's Bench, Common Pleas, and Exchequer respectively, together with Benjamin Austen, Edward Savage Bailey, Ralph Barnes, Alfred Bell, John Henry Bolton, Bartle John Laurie Frere, Charles Kaye Freshfield, John Swarbreck Gregory, Edward Lawrance, James Leman, Joseph Maynard, Edward Leigh Pemberton, Edward Rowland Pickering, John Hope Shaw, Edward White, and William Williams, Gentlemen, Attorneys-at-Law, be, and the same are hereby appointed, examiners for the present year, to examine all such persons as shall desire to be admitted attorneys of all or either of the said courts; and that any five of the said examiners (one of them being one of the said Masters) shall be competent to conduct the said examination in pursuance of, and subject to, the provisions of the Rule of all the Courts made in this behalf in Hilary Term, 1853.

(Signed) CAMPBELL,
A. E COCKBURN.
FRED. POLLOCK.

Queen's Bench.

NEW CASES.—HILARY TERM, 1859.

SPECIAL PAPER.

Appeal. Oliver and Others *v.* Muggeridge and Another.
Sp. case. Brandt *v.* Bennett and Another.
Dem. The Dean and Chapter of Bristol *v.* Jones and Others.
" Morgan *v.* Freeman.

Common Pleas.

NEW CASES.—HILARY TERM, 1859.

DEMURRER PAPER.

Thursday, Jan. 20.

Dem. Yescombe and Ux. *v.* Landor.

Monday, Jan. 24.

Case by order. Dodd *v.* Ponsford.

Exchequer of Pleas.

NEW CASES.—HILARY TERM, 1858.

SPECIAL PAPER.

Sp. ca. on award. Ashton *v.* Dakin.

Exchequer Chamber.

SITTINGS IN ERROR.

The following days have been appointed for the argument of errors and appeals:—

QUEEN'S BENCH.

Tuesday.....	Feb. 1	Thursday	Feb. 3
Wednesday	Feb. 2	Friday	Feb. 4

COMMON PLEAS.

Saturday	Feb. 5	Monday.....	Feb. 7

EXCHEQUER OF PLEAS.

Tuesday.....	Feb. 8	Wednesday	Feb. 9

Should either list be exhausted before the expiration of the days appointed the Court will proceed with the other lists in succession.

County Courts.

ALTERATION OF DISTRICTS.

By an Order in Council, published in last night's *Gazette*, from and after January 31st, 1859—

The chapelry of Tanfield and the townships of Collierley and Kyo, now in the district of the County Court of Durham, holden at DURHAM, shall be in the district of the County Court of Durham, holden at SHOTLEY-BRIDGE;

The parishes of Tivetshall St. Mary, Tivetshall St. Margaret, and Dickleburgh, now in the district of the County Court of Suffolk, holden at EYE, shall be in the district of the County Court of Norfolk, holden at HARLESTON;

The Ecclesiastical District of Widnes Dock, now in the district of the County Court of Cheshire, holden at RUNCORN, shall be in the district of the County Court of Lancashire, holden at ST. HELENS;

The township of Morton Grange, now in the district of the County Court

of Durham, holden at SEAHAM HARBOUR, shall be in the district of the County Court of Durham, holden at DURHAM;

The parish of West Wickham, now in the district of the County Court of ESSEX, holden at SAFFRON WALDEN, shall be in the district of the County Court of Suffolk, holden at HAVERHILL;

The chapelry of Kentmere, now in the district of the County Court of Westmoreland, holden at KIRKBY KENDAL, shall be in the district of the County Court of Westmoreland, holden at AMBLESIDE.

Births, Marriages, and Deaths.

BIRTHS.

ABRAHAMS—On Jan. 7, the wife of Mr. S. B. Abrahams, of 27 Bloomsbury-square, of a son.

CHAMBERS—On Jan. 6, at 14 Great Cumberland-street, Hyde-park, the wife of Thomas Chambers, Esq., Common Serjeant, of a son.

DURRANT—On Jan. 7, the wife of George John Durrant, Esq., of 23 Guildford-street, Russell-square, of a daughter.

JAMES—On Jan. 9, at 4 Gloucester-crescent North, Porchester-square, the wife of J. H. James, Esq., of a son.

PRUDENCE—On Jan. 8, the wife of Stanley G. Prudence, of Gray's-inn, Solicitor, of a son.

SMITH—On Jan. 10, at 34 Albany-villas, Brighton, the wife of C. Manley Smith, Esq., of the Inner Temple, Barrister-at-Law, of a son.

TOMALIN—On Jan. 9, at Northampton, the wife of William Tomalin, jun., Esq., Solicitor, of a son.

MARRIAGES.

CARR—KNAGGS—On Jan. 3, at St. Pancras church, John Rodham Carr, Esq., LL.D., Barrister-at-Law, of Carr's-hill, Durham, to Ellen, daughter of John Knaggs, Esq., Euston-square, London.

LEMON—LEWIS—On Jan. 12, at the residence of the bride's father, by the Rev. Dr. Adler, Henry Lemon, Esq., of 2 Winchester-road, Avenue-road, Regent's-park, to Harriet, third daughter of J. G. Lewis, Esq., of 33 Euston-square, and 10 Ely-place.

RYLAND—BAYFIELD—On Jan. 6, at the church of St. Thomas, Southwark, by the Rev. William Decy, John Hawksworth, third surviving son of the late Archer Ryland, Esq., of Gray's-inn, to Emily Anne, eldest daughter of Samuel J. Bayfield, Esq., of St. Thomas-street, in the above parish.

STEVENS—JONES—On Jan. 8, at Christ church, Bayswater, by the Rev. T. T. Haverfield, assisted by the Rev. Richard Wood, incumbent, John Robert Stevens, of Nicholas-lane, London, Solicitor, to Maria, second daughter of William Champion Jones, Esq., of Queen's-gardens, Hyde-park.

TRIPP—HARPER—On Sept. 23, at Christchurch, Canterbury, New Zealand, by the father of the bride, assisted by the Ven. the Archdeacon of Akaroa, Charles George Tripp, Esq., Barrister-at-Law, third son of the Rev. C. Tripp, D.D., rector of Silverton, Devon, to Ellen Shephard Harper, third daughter of the Right Rev. the Bishop of Christchurch.

WESTALL—WESTALL—On Jan. 5, at Trinity church, Cloudesley-square, by the Rev. W. Vincent, Thomas Westall, Esq., of 3 South-square, Gray's-inn, and 11 Milner-square, Barnsbury-park, to Jane, eldest daughter of Thomas Westall, Esq., of 26 Gresham-street, City, and Thornhill-cottage, Barnsbury-park.

DEATHS.

HUMPHREYS—On Jan. 9, aged 66, Jane Frances, the beloved wife of Mr. William Corne Humphreys, of Lesnes-lodge, Abbey-wood, Kent, and of Giltspur-chambers, Newgate-street, London.

HUNT—On Jan. 7, at his residence, at Brook-green, Hammersmith, after a very short illness, Charles Edward Hunt, Esq.

JAMES—On Nov. 21, at Umballa, Hugo James, Lieut. 44th B.N.I., aged 30, third surviving son of the late Hugo James, Attorney-General of Jamaica.

KENNETT—On Jan. 6, at his residence, 30 Park-crescent, Stockwell, Mr. William Allick Kennett, of 106 Fenchurch-street, Solicitor, aged 43.

MARSHALL—On Jan. 4, at Aylesbury, after a most protracted illness, Lucy, youngest surviving daughter of the late Mr. Marshall, Solicitor, Amersham, aged 62.

MARTIN—On Jan. 5, at Shooter's-hill, Kent, of diphtheria, Rebecca, the eldest daughter of Thomas Martin, Esq., of Gracechurch-street, Solicitor, aged 14.

RENDELL—On Jan. 7, at his residence, Broomhill, Tiverton, Devon, Thomas Leigh Teale Rendell, Esq., Solicitor, aged 56.

TRAFFORD—On Jan. 10, at Rugby, Eliza Frances, wife of Leigh Trafford, Esq., Barrister-at-Law, Judge of the County Court, Birmingham, and formerly of Manchester.

Unclaimed Stock in the Bank of England.

The Amount of Stock hereinfore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BATTLEY, RICHARD, Chemist, Cripplegate, ELEANOR BATTLEY and GRACE BATTLEY, Spinsters, both of Reigate, Surrey, certain Dividends on £997 : 18 : 2 New Three per Cents.—Claimed by ELEANOR BATTLEY, and GRACE PALGRAVE, Wife of Reginald Francis Douce Palgrave, formerly Grace Battley, Spinster.

BLOMFIELD, ELIZABETH HESTER, Spinster, Bury, Suffolk, One Dividend on £1400 3½ per Cents.—Claimed by Rev. GEORGE BECHER BLOMFIELD, her acting executor.

HARNAGE, Col. HENRY, Soho-square, £532 : 17 : 5 New Three per Cents.—Claimed by HENRY YOUNG, his acting executor.

HUME, JAMES DEACON, Esq., of the Custom-house, JOHN WAY, Esq., of the War Office, and THOMAS CHAPMAN, Gent., Henrietta-street, Brunswick-square, £175 Consols.—Claimed by JOHN WAY and THOMAS CHAPMAN, the survivors.

LLOYD, EDWARD, Esq., Cefn, Denbighshire, £28 : 11 : 6 Consols.—Claimed by LETTICE OWEN LLOYD, Widow, his sole executrix.

PEARCE, Rev. THOMAS, Clerk, Folkestone, Kent, and HENRY BULLOCK, Esq., St. Mary, Lambeth, Surrey, One Dividend on £2351 : 16 : 8 Reduced.—Claimed by Rev. PETER SPENCER, executor of said Rev. THOMAS PEARCE, who was the survivor.

RICHARDS, JOHN, Esq., Devonshire-square, London, Sir JAMES M'GRIGOR, Bart., Camden-hill, Middlesex, CHARLES THOMAS HOLCOMBE, Esq., Valentines, Ilford, Sir ARCHER DENMAN CROFT, Bart., Southwick-crescent, Hyde-park, and CHARLES BARRY BALDWIN, Esq., Charing-cross, One Dividend on £14,143 : 10 : 9 3½ per Cents.—Claimed by CHARLES THOMAS HOLCOMBE.

SMITH, ELIZA, Spinster, Angel, High-street, Islington, £100 New Three per Cents.—Claimed by ELIZA SMITH.

SMITH, JULIET, Widow, Tent Lodge, Coniston, Lancashire, Two Dividends on £670 : 17 : 6 New 3½ per Cents.—Claimed by DAVID SMITH, his surviving executor.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

D'ESTERRE, ELEANORA, Spinster, Cowes, Isle of Wight. Her next of kin to apply to W. J. Beckingsall, Solicitor, Newport, Isle of Wight.

GILBANKE, ELLEN, whose maiden name was Taylor, and resided in or near Manchester at the time of her death. The son, daughter, and grandchild to communicate with Mr. Edward Poole, Solicitor, Southam, Warwickshire.

OWEN, ELIZABETH, Anglesea. Her next of kin to apply to J. C., 22 London-street, Fitzroy-square, W.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	227	227 6	..	226 7	..	226
3 per Cent. Red. Ann.	96⅝ ⅜	96⅝ ⅜ ½	96 6 5⅛	95⅝ ½ ½	96⅛ ⅛ 6	96⅛ ⅜
3 per Cent. Cons. Ann.	95⅞ 6	96 6⅛	95⅛ ½ ½	94⅞ ⅜	95⅛ ⅛ ½	95⅛ ⅛ ⅜
New 3 per Cent. Ann.	96⅛ ⅜ ⅛	96⅛ ⅜ ⅛	96 5⅛	95⅛ ⅛ ⅛	96 6¼	96⅛ ⅜
New 2¾ per Cent. Ann.	..	..	..	..	..	..
Long Ann. (exp. Jan. 5, 1960)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1880)	..	..	..	..	..	..
Do. 30 years (exp. Apr. 5, 1885)	..	..	..	18½	18½ ½	18½ ½
India Stock	..	222	..	222½	224 3	..
India Loan Debentures	99⅛ ⅜	99⅛ ⅜	99⅛ ⅜	99⅛ ⅜ ½	99⅛ ⅞	99⅛ ⅜
India Scrip, Second Issue	..	..	..	..	..	..
India Bonds (£1,000)	19s18s p	19s p	..	20s17s p	20s p	..
Do. (under £1000)	..	20s p	17s p	20s17s p	17s p	..
Exch. Bills (£1000) Mar.	42s40s p	40s43s p	40s43s p	40s39s p	38s37s p	35s38s p
Ditto June	..	40s43s p	40s43s p	..	38s36s p	35s38s p
Exch. Bills (£500) Mar.	..	40s43s p	40s43s p	..	37s p	35s p
Ditto June	..	40s43s p	40s43s p	40s p	..	..
Exch. Bills (Small) Mar.	..	40s43s p	40s43s p	43s40s p	..	..
Ditto June	39s p	40s43s p	40s43s p	40s38s p	38s41s p	..
Do. (Advertised) Mar.	..	..	..	..	..	..
Ditto June	..	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	..	..	..	..	..
Exch. Bonds, 1859, 3½ per Cent.	..	..	100¼	..	..	..

Railway Stock.

RAILWAYS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc.	66⅜	..	..	..	..	66⅜
Bristol and Exeter	95½	..	..	94¼ 4 ½	..	94½ ⅜
Caledonian	88⅛	88⅛ ⅛ ½	87½ 6⅜	85⅞ 7	87⅛	85⅝ 7½
Chester and Holyhead	48½ ⅛ ⅜	48½ ⅛ ⅜	48⅜	48 ⅛ 8	..	48½ ⅛ ⅜
East Anglian	..	..	16¼	..	..	..
Eastern Counties	63⅜ ⅛	63⅜ ⅛	63⅜ 2⅛	62 1⅛ 2	..	62 3⅛
Eastern Union A. Stock	..	..	..	..	..	..
Ditto B. Stock	..	..	31⅛	..	..	..
East Lancashire	..	..	..	..	..	..
Edinburgh and Glasgow	70	69⅛ 70	..	68⅛	..	68⅛
Edin. Perth, and Dundee	..	..	29	29 8½	..	29 8½ 9
Glasgow & South-Westn.	..	..	..	..	..	..
Great Northern	106¼ 7	106¼	106⅛ ¼	106⅛ ¼	105⅛	105⅜ 6⅛
Ditto A. Stock	..	..	91 90½	..	..	90⅛
Ditto B. Stock	..	..	..	..	..	..
Gt. South & West. (Ire.)	..	..	..	104⅛	..	104⅛ 5
Great Western	56⅛ 7⅛	56⅛ ⅛ ⅞	56⅛ 5⅛	54⅛ 5 ⅛	55⅛ 6	54⅛ 6⅛
Do. Stour Vly. G. Stk.	..	..	..	..	..	..
Lancashire & Yorkshire	98⅜	98⅛ ⅛ ½	97⅜ 7	96⅛ 6⅛	96⅛ ⅛	96 ⅛ 7⅛
Lon. Brighton & S. Coast	112⅛	112⅛	112⅜ 12	111⅛	..	112⅜
London & North-Wstrn.	97⅛	96⅞ 7⅛	96⅛ 5⅞	95 ⅛	95⅛ 6⅛	95 6⅞ ⅛
London & South-Westrn.	94⅜ ⅛	94⅛ ⅛	93⅜ ⅛ 4	93 2⅛ ⅜	92⅛	93 2⅜ 4
Man. Sheff. & Lincoln.	40 39⅛	39⅛	38⅜	37⅛ 6⅛	38 ⅛	37⅛ 9
Midland	103⅛	103⅛ ⅜	102⅛ 2	101⅛ ⅜	102⅛	101⅛ 2⅜
Ditto Birm. & Derby	..	..	..	76 4	..	76 4
Norfolk	66⅛	..	65⅛ 5	..	..	..
North British	61⅛ 1 ⅛	61⅛ ⅛ ⅛	60⅛ 60	59⅛ 60	60⅛ ⅛	59⅛ 61⅜
North-Eastern (Brwck.)	94⅜	94⅛ 4	93⅜ 2⅜	92⅜ 3	92⅛ 3⅛	72⅜ 3⅜
Ditto Leeds	48⅛	49	48⅜ 8 ⅛	47⅛	48⅛	47⅛ 8⅛
Ditto York	78⅛	78⅛ ⅛	77⅛ ⅛ 7	76⅛ ⅛ ⅜	77	76⅛ 7⅛
North London	..	..	..	102	..	102
Oxford, Worc. & Wolver.	..	30⅛	..	..	..	..
Scottish Central	..	..	..	..	..	..
Scot. N.E. Aberdeen Stk.	28⅛	..	28	..	..	..
Do. Scotsh. Mid. Stk.	..	..	86	..	..	..
Shropshire Union	..	..	..	..	..	46
South Devon	..	38	..	..	..	37⅜
South-Eastern	75⅛ 4⅜	75 4⅛	74⅛ 3⅜	73⅜ ⅛	..	73⅜ 4⅜
South Wales	74 3 4	..	74 3	..	..	..
Vale of Neath	..	91⅛	..	..	..	..

Estate Exchange Report.

(For the week ending January 13, 1859.)

AT THE MART.—By Mr. W. H. MOORE.

Leasehold Residence, No. 18, Grafton-road, Grafton-place, Kentish-town; term, 69 years from 24th June, 1852; ground-rent, £12 per annum; estimated value, £32 per annum.—Sold for £180.

Leasehold House, No. 49, Little George-street, Hampstead-road; let at £32 per annum; term, 92½ years from 25th December, 1817; ground-rent, £4: 16: 0.—Sold for £165.

Copyhold, The Black Horse Ale and Stout Stores, Great Ilford, Essex.—Sold for £210.

By Mr. DERENHAM.

Leasehold Houses, Nos. 6, 7, 8, 9, 10, 11, 14, & 15, George-street, Woolwich; let at £160: 14: 0 per annum; term, 29 years from Michaelmas last; ground-rent, £16.—Sold for £1250.

Leasehold Residence, No. 6, Oakley-terrace, Southgate-terrace, De Beauvoir-town; value, £65 per annum; term, 71 years from Christmas, 1856; ground-rent, £6: 10: 0 per annum.—Sold for £630.

Leasehold Residence, No. 9, Grove-hill-terrace, Grove-lane, Denmark-hill; term, 95 years from June, 1824; ground-rent, £18: 10: 0.—Sold for £320.

Freehold Residence, Leslie-park-cottage, Leslie-park-road, Croydon-common, with Stable and Chaise-house.—Sold for £200.

By Messrs. RICE BROTHERS & SEARLE.

Freehold Cottage, 5, Middle-street, Commercial-road, Peckham; let at £15: 12: 0 per annum.—Sold for £130.

Leasehold House and Baker's Shop, No. 21, Rye-lane, Peckham; let at £46 per annum; term, 32 years from Christmas last; ground-rent, £6: 15: 0.—Sold for £255.

Leasehold Residences, Nos. 1 & 2, Norfolk-place, Albany-road, Camberwell; let at £56 per annum; term, 24 years from Midsummer last; ground-rent, £10.—Sold for 295.

Leasehold Houses, Nos. 3 & 4, Norfolk-place; same term; ground-rent, &c.—Sold for £280.

Leasehold Houses, Nos. 21, 22, & 23, Weymouth-street, New Kent-road; let at £63 per annum; term, 65 years from Lady-day, 1803; ground-rent, £5 per annum.—Sold for £150.

By Mr. C. FURBER.

Freehold Ground-rent, £117: 12: 0 per annum, arising from Nos. 5 to 9, and 27 to 31, Wellington-street, and 16 to 19, Frances-terrace, Poplar.—Sold for £1880.

Leasehold Dwelling-house, 79, Albany-street, Regent's-park; let at £50 per annum; term, 57 years from Michaelmas last; rent, £15.—Sold for £308.

By Mr. MOORE.

Freehold Residence, No. 6, Prospect-place, Ball's-pond-road, producing £56: 4: 0 per annum.—Sold for £630.

Leasehold Houses, Nos. 5 & 6, Jubilee-street, Mile-end-road; let at £39: 19: 0 per annum; term, 48½ years from Christmas, 1858; ground-rent, £6.—Sold for £365.

AT GARRAWAY'S.—By MR. THOMAS LAVENDER.

The Freehold Tithe Rent-charge in lieu of Great Tithes of the parish of Great Amwell, Herts, commuted at £418: 11: 6 per annum.—Sold for £6300.

Freehold and part Copyhold Dwelling-house and Premises, High-street, Hoddesdon.—Sold for £520.

By Messrs. WALTERS & LOVEJOY.

Leasehold, The Portugal Hotel, and Tailor's Shop, being Nos. 154, 155, 156, & 157, Fleet-street; term, 62 years, from Michaelmas, 1815; ground-rent, £175; also, a Freehold House in St. Dunstan's-court, and a Freehold Tenement in Three Leg-court; the whole producing a net rent of £377: 13: 2 per annum.—Sold for £2050.

Copyhold, The William the Fourth Public-house, Church-lane, Hampstead; let at £100 per annum.—Sold for £1820.

By Mr. JOHN DENT.

Two Freehold Houses and Shops in Heath-lane, Twickenham; one let at £16 per annum, the other lately let at £12: 12: 0 per annum.—Sold for £290.

London Gazettes.

Bankrupts.

TUESDAY, *Jan.* 11, 1859.

CHRISMAS, TILDEN, Coal Merchant, Sheerness, and 6 Scrayfries-ter., New Brompton, both in Kent. *Com.* Evans: Jan. 20 and Feb. 24, at 12; Basinghall-st. *Off. Ass.* Johnson. *Sol.* Selby, 15 Coleman-st. *Pet.* Jan. 6.

HILL, CHARLES JAMES, Grocer, Birmingham. *Com.* Sanders: Jan. 21 and Feb. 10, at 11; Birmingham. *Off. Ass.* Whitmore. *Sol.* Webb, Birmingham. *Pet.* Jan. 7.

LODGE, WALTER, Woollen Manufacturer, Castle-hill, Almondbury, Yorkshire. *Com.* West: Jan. 27 and Feb. 18, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sols.* Floyd & Learoyd, Halifax; or Bond & Barwick, Leeds. *Pet.* Jan. 6.

ROGERS, HENRY, Milliner, Bradford. *Com.* Fane: Jan. 21 and Feb. 18, at 11.30; Basinghall-st. *Off. Ass.* Cannan. *Sols.* Davidson & Co., Weavers'-hall, Basinghall-st. *Pet.* Jan. 8.

WAINWRIGHT, ELI, Corn Chandler, 2 Earl-st., Kensington. *Com.* Goulburn: Jan. 24, at 12; and Feb. 28, at 11; Basinghall-st. *Off. Ass.* Nicholson. *Sols.* Woodbridge & Son, 8 Clifford's-inn. *Pet.* Jan. 10.

WOOLF, JOHN, jun., Small Ware Manufacturer, now or late of Manchester. Jan. 28 and Feb. 18, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Makinson & Son, Manchester. *Pet.* Dec. 31.

FRIDAY, *Jan.* 14, 1859.

BARON, THOMAS, Printer, 39 Sloane-sq., Chelsea. *Com.* EVANS: Jan. 22, at 12; and Feb. 24, at 1; Basinghall-st. *Off. Ass.* Johnson. *Sol.* Greig, 2 Verulam-bldgs., Gray's-inn. *Pet.* Jan. 12.

BARRICK, HENRY, Ship Owner, High-st., Homerton. *Com.* Holroyd: Jan. 28 and Feb. 25, at 12; Basinghall-st. *Off. Ass.* Edwards. *Sol.* West, 3 Charlotte-row, Mansion-house. *Pet.* Jan. 12.

BURBIDGE, WILLIAM, Corn Dealer, Birmingham. *Com.* Sanders: Jan. 27 and Feb. 17, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* James & Knight, Birmingham. *Pet.* Jan. 11.

COWELL, MATTHEW HENRY, & CHARLES BROCK, Licensed Brewers, Cosin Brewery, St. George's-rd., Southwark. *Com.* Evans: Jan. 25, at 1.30; and Mar. 3, at 12; Basinghall-st. *Off. Ass.* Bell. *Sols.* Martin, Gracechurch-st.; or Linklaters & Hackwood, Walbrook. *Pet. for arrng.* Dec. 7.

FLINT, JOHN PETER, Plumber, Sheffield. *Com.* West: Jan. 22 and Feb. 26, at 10; Council-hall, Sheffield. *Off. Ass.* Brewin. *Sol.* Ryalls, North Church-st., Sheffield. *Pet.* Jan. 8.

LIMBREY, WILLIAM, Grocer, High-st., Dunstable, Beds. *Com.* Fonblanque: Jan. 26, at 1; and Feb. 25, at 12; Basinghall-st. *Off. Ass.* Stansfeld. *Sol.* Moss, 15 Fish-st.-hill. *Pet.* Jan. 11.

MANBY, GEORGE, Licensed Victualler, Sudbury, Suffolk. *Com.* Goulburn: Jan. 27, at 1; and Feb. 28, at 12; Basinghall-st. *Off. Ass.* Pennell. *Sols.* Harrison & Lewes, 6 Old Jewry. *Pet.* Dec. 31.

NEWBOLD, JOHN DAVIDSON, Toyman, Lincoln. *Com.* Ayrton: Feb. 2 and Mar. 2, at 12; Town-hall, Kingston-upon-Hull. *Off. Ass.* Carrick. *Sols.* Mason & Dale, Lincoln. *Pet.* Jan. 12.

PARRY, HENRY, Draper, Capel Cerrig, Carnarvonshire. *Com.* Perry: Jan. 26 and Feb. 16, at 11; Liverpool. *Off. Ass.* Morgan. *Sols.* Davidson, Bradbury, & Hardwick, 22 Basinghall-st.; or Norris & Son, Unionbldgs., 16 North John-st., Liverpool.

SHARP, JOSEPH, Cattle Dealer, Metheringham, Lincolnshire. *Com.* Sanders: Jan. 25 and Feb. 15, at 11; Shire-hall, Nottingham. *Off. Ass.* Harris. *Sols.* Harvey & Cartwright, Spalding; or James & Knight, Birmingham; or Freeth, Rawson, & Browne, Nottingham. *Pet.* Jan. 5.

SMITH, WILLIAM, Builder, Weston-super-Mare, Somersetshire. *Com.* Hill: Jan. 25 and Feb. 22, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Bevan & Girling, Bristol. *Pet.* Jan. 11.

SYMONS, JOHN, Commission Agent, Manchester (John Symons & Co.) Jan. 28 and Feb. 18, at 11; Manchester. *Off. Ass.* Hernaman. *Sols.* Sale, Worthington, & Shipman, Fountain-st., Manchester. *Pet.* Jan. 10.

TINKER, WILLIAM, Carriage Wheel Manufacturer, 29 Newington-causeway, Surrey, and 93 Oxford-rd., Manchester. *Com.* Holroyd: Jan. 29 and Feb. 25, at 11; Basinghall-st. *Off. Ass.* Edwards. *Sol.* Kimber, 3 Lancaster-pl., Strand. *Pet.* Jan. 11.

TURNELL, THOMAS BREWIN, (not *Furnell*, as advertised in *Gazette* of Jan. 7), Draper, Sheffield. *Com.* West: Jan. 15 and Feb. 19, at 10; Commercial-bldgs., Leeds. *Off. Ass.* Brewin. *Sol.* Broomhead, Sheffield. *Pet.* Jan. 1.

TURNER, JAMES, Miller, Warsop, Notts. *Com.* West: Jan. 22 and Feb. 26, at 10; Council-hall, Sheffield. *Off. Ass.* Brewin. *Sol.* Unwin, Sheffield. *Pet.* Jan. 8.

BANKRUPTCIES ANNULLED.

TUESDAY, *Jan.* 11, 1859.

CHELLINGWORTH, HENRY, Maltster, Park Attwood, near Kidderminster. Jan. 6.

CRITCHELL, ALFRED, Cabinet Maker, 1 Upper Dorset-pl., Clapham-rd. Nov. 18.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, *Jan.* 11, 1859.

BALDWIN, HENRY, & JOHN BALDWIN, 31 Cornhill, Tailors; and at Tom's Coffee-house, Cowper's-court, Cornhill, Tavern Keepers. Feb. 2, at 12; Basinghall-st.

BOXELL, JOHN, Commission Agent, Hephzibah-ter., Grange-rd., Dalston. Feb. 1, at 11; Basinghall-st.

BRAIN, SAMUEL, Timber Merchant, West-st., Bristol. Feb. 17, at 11; Bristol.

BRYSON, ALEXANDER, Brewer, Redcar. Feb. 7, at 11; Commercial-bldgs., Leeds.

ELLIS, THOMAS, Brick Maker, Tymawr, near Pontypridd, Glamorganshire. Feb. 3, at 11; Bristol.

GARLAND, CHARLES FOX, Timber Merchant, Banbury. Feb. 1, at 12; Basinghall-st.

GODDARD, WILLIAM, Shoe Manufacturer, Leicester. Feb. 1, at 11; Shirehall, Nottingham.

GRIFFITHS, SAMUEL, Wholesale Druggist, Wolverhampton. Feb. 2, at 11; Birmingham.

GUEST, EDWIN, Ironmonger, 253 Blackfriars-rd. Jan. 21, at 1; Basinghall-st.

HUNT, GEORGE, Trunk Maker, Above-Bar, Southampton. Feb. 2, at 1; Basinghall-st.

LEWIS, ABRAHAM DAVID, Wine & Spirit Merchant, North Shields (A. D. Lewis & Co.) Jan. 25, at 11.30; Royal-arcade, Newcastle-upon-Tyne.

MEADOWS, JAMES, & RICHARD EDWIN BISSE, Lime Merchants, Manchester. Feb. 2, at 12; Manchester.

MOOTHAM, REGINALD GEORGE HAMLYN, Bonded Store Merchant, 35 Upper East Smithfield, and 10 Hampshire-ter., Camden-rd.-villas. Feb. 2, at 2; Basinghall-st.

MORGAN, EDWARD, Wholesale Stationer, 103 Cheapside (Wilson, Morgan, & Co.), and until recently in co-partnership with Henry Nickeson Smith. Jan. 21, at 12; Basinghall-st.

POTTER, THOMAS WELBORN, Corn Merchant, York. Jan. 31, at 11; Commercial-bldgs., Leeds.

ROBINSON, EDMUND WHITTENBURY, Cotton Broker, Liverpool. Feb. 3, at 11; Liverpool.

ROLLS, ALFRED, Umbrella & Parasol Manufacturer, 44 Ludgate-hill, in partnership with HENRY WILLIAMS (Williams & Rolls). Feb. 1, at 2.30; Basinghall-st.

STONER, JOSEPH, Grocer, Ormskirk and Southport. Feb. 3, at 11; Liverpool.

TOMSON, FREDERIC WILLIAM, Engineer, Coventry. Feb. 11, at 11; Birmingham.

WILLCOCK, WILLIAM UDY, Builder, Lucan-place, Hoxton. Feb. 1, at 11.30; Basinghall-st.

FRIDAY, *Jan.* 14, 1859.

BARTON, WILLIAM ASHTON, Surgeon & Apothecary, Coventry. Jan. 27, at 11; Birmingham.

BRAIN, GEORGE, Grocer, St. George, Gloucestershire. Feb. 10, at 11; Bristol.

BUNTING, EDWARD HUNN, Draper, Wells, Norfolk. Jan. 25, at 2; Basinghall-st.

CARPENTER, RICHARD, Omnibus Builder, Newcastle-pl., Paddington. Feb. 4, at 12.30; Basinghall-st.

COCKBURN, HENRY MILNER, Tobacconist, 60 Tottenham-court-rd. Feb. 8, at 1; Basinghall-st.

CRAGGS, GEORGE FREDERIC, Wholesale Fancy Stationer, Cobourg-rd., Old Kent-rd., and late of 63 Basinghall-st. Feb. 8, at 2; Basinghall-st.
HENDERSON, ROBERT, Cabinet Maker, Newcastle-upon-Tyne. Jan. 26, at 12; Royal-arcade, Newcastle-upon-Tyne.
JACKSON, PETER, & JAMES VAISSIERE, Brace, Belt, & Garter Manufacturers, 76 Aldermanbury. Feb. 8, at 1; Basinghall-st.; sep. est. P. Jackson.
JEWELL, GEORGE SMITH, Builder, Willow-walk, Bermondsey, and 206 Albany-rd., Camberwell. Feb. 8, at 12; Basinghall-st.
KEAL, WILLIAM HENRY JOHN, & DANIEL JACKSON ROBERTS, Merchants, 3 Rood-lane, and Prince Edward's Island. Jan. 24, at 12; Basinghall-st.
MAXTED, WILLIAM JOHN COOPER, Draper, Chatham. Feb. 3, at 2; Basinghall-st.
MERCHIN, JOHN, Milliner, Newport, Monmouthshire. Feb. 24, at 11; Bristol.
MORGAN, EVAN, jun., Draper, Tonyrafail, near Pontypridd. Feb. 17, at 11; Bristol.
OWEN, JONATHAN THOMAS, Optician, Swansea. Feb. 10, at 11; Bristol.
PHILPS, HENRY, Draper, Cornbury-pl., Old Kent-road, and North-st., Brighton. Jan. 26, at 2; Basinghall-st.
REDMAN, JOSEPH, Stuff Manufacturer, Bradford. Feb. 7, at 11; Commercial-bldgs., Leeds.
SANDERS, RICHARD, Builder, 54 Doughty-st., Gray's-inn-rd., and Brownlow-mews, Gray's-inn-rd., lately in copartnership with Edward Woolcot, deceased (Sanders & Woolcot). Feb. 7, at 11; Basinghall-st.
SHAW, JAMES, Cloth Merchant, Huddersfield. Feb. 7, at 11; Commercial-bldgs., Leeds.
SPENCER, HENRY, & HENRY BARTON CLAY, Shoe Mercers, Birmingham. Feb. 7, at 11; Birmingham.
WIGNEY, ISAAC NEWTON, & CLEMENT WIGNEY, Bankers, Brighton. Feb. 8, at 2; Basinghall-st.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Jan.* 11, 1859.

BEDDELEY, DIXON, General Dealer, Bourn. Feb. 1, at 11; Shire-hall, Nottingham.
COOPER, ARCHIBALD ARTHUR, Merchant, East India Merchant, Winchester House, Old Broad-st. Feb. 2, at 12.30; Basinghall-st.
FIELD, CHARLES, Grocer, 35 High-st., Milton-next-Gravesend. Feb. 2, at 12; Basinghall-st.
FISHER, THOMAS, Northampton, and WILLIAM FISHER, Harleston, Carpenters. Feb. 1, at 1; Basinghall-st.
FLOWERS, JAMES, Grocer, High-st., Cheltenham. Feb. 7, at 11; Bristol.
GURNEY, JOSEPH RANDALL, Farmer, Chalfont St. Giles, Bucks. Feb. 3, at 11; Basinghall-st.
HAYNES, THOMAS, Farmer, Hale Farm, Chiddingstone. Feb. 1, at 2; Basinghall-st.
MILES, JAMES ARTHUR, Ironmonger, 40 Watling-st. Feb. 2, at 11.30; Basinghall-st.
ROBINSON, ROBERT, & JOHN ROBSON, Upholsterers, 28 Margaret-st., Cavendish-sq., and 14 Little Portland-st. Feb. 3, at 1.30; Basinghall-st.
WILLIAMS, ROBERT, Joiner, 78 Park-rd., Toxteth-pk., Liverpool. Feb. 3, at 11; Liverpool.

FRIDAY, *Jan.* 14, 1859.

BARLOW, CHARLES, Hatter, 1 Cleveland-sq., Liverpool. Feb. 17, at 12; Liverpool.
BRADLEY, JOHN, Starch Dealer, Manchester. Feb. 7, at 12; Manchester.
CARPENTER, RICHARD, Omnibus Builder, Newcastle-pl., Paddington. Feb. 4, at 12.30; Basinghall-st.
GEORGE, MARY, Druggist, Brynmaur (George & Son). Feb. 7, at 11; Bristol.
HARRISON, THOMAS, Fringe & Trimming Manufacturer, formerly of 78 Wells-st., Oxford-st., now of White Horse-yd., High Holborn. Feb. 4, at 11; Basinghall-st.
HEMINGSLEY, THOMAS, Cut Nail Manufacturer, Willenhall. Feb. 7, at 11; Birmingham.
MOORE, WILLIAM, Innkeeper, Bradford. Feb. 4, at 11; Commercial-bldgs., Leeds.
PERKINS, JOHN, Ship Owner, Sandwich. Feb. 8, at 1; Basinghall-st.
POWELL, JAMES, Licensed Victualler, Chester-rd., Hulme. Feb. 4, at 12; Manchester.
RADFORD, JOHN BODEN, Butcher, Sun-ct., Curzon-st. Feb. 10, at 2; Basinghall-st.
RILEY, WILLIAM, & WILLIAM TOMKINSON RILEY, Ironmasters, Millfield Works and Regent Works, Bilston; Highfield Works, Sedgley; and Bentley Works, Walsall. Feb. 11, at 11; Birmingham.
THOMAS, RICHARD, Ship Builder, Conway. Feb. 7, at 12.30; Liverpool.
WILLIAMS, JAMES, Grocer, Mountain Ash, Llanwonno. Feb. 15, at 11; Bristol.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Jan.* 11, 1859.

BAILEY, FRANCIS EVANS, Eating-house Keeper, Birmingham. Jan. 3, 3rd class.
BROWN, HUMPHREY, Ship Owner, 2 Little Smith-st., Westminster, and Tewkesbury. Jan. 7, 3rd class.
EVANS, JOHN LEWIS, Grocer, Longton. Jan. 3, 3rd class.
FINCOTT, JOHN FREDERICK, Hosier, Stourbridge and Wordsley. Jan. 10, 3rd class.
GRAY, ALEXANDER GEORGE, Friar's Goose Alkali Works, Gateshead. Jan. 7, 2nd class, subject to suspension until Feb. 15.
HARNDEN, JOSEPH, Eating-house Keeper, 4 Ivy-lane, now residing at Brompton, Kent. Jan. 5, 2nd class, subject to conditions.
HUNT, THOMAS WILLOMAT, Grocer, 28 High-st., Whitechapel, and of Carshalton. Dec 27, 2nd class, to be suspended for 6 mos.
KENT, WILLIAM CANFIELD, Innkeeper, Blechingley. Jan. 6, 2nd class.
ROLLASON, GEORGE JAMES, Brass Founder, Birmingham. Jan. 7, 3rd class.
SPENCER, HENRY, & HENRY BARTON CLAY, Shoe Mercers, Birmingham. Jan. 7, 3rd class.
STEER, JOHN, Commission Agent, Wolverhampton. Jan. 10, 2nd class.
TAYLOR, JOHN, Grocer, Hoxne. Jan. 7, 2nd class.
WILKINS, GEORGE, Baker, Portsea. Jan. 5, 2nd class, after having been suspended for 9 mos.

FRIDAY, *Jan.* 14, 1859.

GEE, EDWARD, Corn Dealer, Blackrod, near Wigan. Jan. 5, 3rd class, after a suspension of 12 mos.
HILL, JOSHUA, Joiner & Builder, Fairfield, near Liverpool. Jan. 7, 3rd class; to be suspended 4 mos.
M'LELLAN, LYDIA, Innkeeper, Mostyn Arms-hotel, Llanedudno. Jan. 7, 2nd class.
SLATER, HENRY, Wholesale Porter Brewer, Balsall-heath, King's Norton. Jan. 7, 2nd class.
TOWNSEND, JOHN, Auctioneer, Greenwich. Jan. 7, 3rd class.

Professional Partnerships Dissolved.

TUESDAY, *Jan.* 11, 1859.

AINSWORTH, JAMES, & JOHN HARGREAVES KAY, Attorneys-at-Law and Solicitors, Blackburn and Over Darwen, Lancashire; by mutual consent. Debts owing to or by the firm will be received and paid by J. H. Kay, by whom the business will continue to be carried on.—Jan. 1.

FRIDAY, *Jan.* 14, 1859.

IKIN, JOHN ARTHUR, & GEORGE ALDERSON SMITH, Attorneys & Solicitors, Leeds; by mutual consent. Nov. 13.

Assignments for Benefit of Creditors

TUESDAY, *Jan.* 11, 1859.

CLARK, JOHN, Stationer & Newsvendor, Brandon, Suffolk. Dec. 20. *Trustees*, J. Gedge, Gent., Bury St. Edmunds; F. Lankester, Stationer, Bury St. Edmunds. *Sols.* J. & J. Read, Mildenhall, Suffolk.
COLBORNE, THOMAS, Builder & Auctioneer, Lymington, co. Southampton. Jan. 5. *Trustees*, G. F. St. Barbe, Banker, Lymington; P. Blake, Merchant, Lymington. Creditors to execute before April 5. *Sols.* Mours & St. Barbe, Lymington.
COSSEY, WILLIAM, Linen Draper, Truro. Jan. 1. *Trustee*, T. W. Newman, Warehouseman, St. Paul's-churchyard. *Sol.* Jones, 15 Size-lane.
MARSH, CHARLES, Baker & Flour Dealer, Berry-st., Wolverhampton. Dec. 22. *Trustee*, R. Pullen, Miller, Shackerley, near Albrighton, Salop. Creditors to execute before Feb. 22. *Sols.* Messrs. Whitehouse, Wolverhampton.
RAYWOOD, JOHN STOCKS, Gent., Milnhouse, Darfield, Yorkshire. Dec. 27. *Trustees*, I. Hattersley, Linen Manufacturer, W. J. Dandison, Wine & Spirit Merchant, J. Frudd, Bank Manager, all of Barnsley, Yorkshire. Creditors to execute before Feb. 27. *Sol.* Shepherd, Barnsley.
SMITH, WILLIAM, Nursery & Seedsman, Market Rasen, Lincolnshire, Jan. 3. *Trustees*, G. Gothorp, Gent., Market Rasen; C. Chapman, Builder, Market Rasen. Creditors to execute on or before Mar. 1. *Sols.* Rhodes & Son, Market Rasen.

FRIDAY, *Jan.* 14, 1859.

ALDOUS, SAMUEL, Butcher, Rumburgh, Suffolk. Jan. 5. *Trustees*, J. Sadd, Farmer, Rumburgh; E. D. Shirtliff, Chemist, 90 Chiswell-st., Finsbury-sq. *Sol.* Cross, Halesworth.
OUSEY, ALEXANDER DICKSON, Hat Trimming Manufacturer, Manchester. Jan. 3. *Trustees*, S. Coop, Manufacturer, Woolfold; H. Coop, Gent., Woolfold. Creditors to execute before Mar. 3. *Sol.* Watson, 24 Union-sq., Bury, Lancashire.
SELF, ELIZABETH HARVEY, Widow, Wymondham, Norfolk. Jan. 4. *Trustees*, J. Copeman, jun., Wholesale Grocer, Norwich; M. Blomfield, Miller, Keswick. *Sols.* Miller, Son, & Bugg, Norwich.

Creditors under Estates in Chancery.

TUESDAY, *Jan.* 11, 1859.

ECKFORD, JOHN ALEXANDER ARMSTRONG, Brevet-Major in H. E. I. C., St. Servan, France (who died in Nov. 1857). Re Eckford's Estate, V. C. Wood. *Last Day for Proof*, Feb. 15.
HODGSON, ROBERT, Gent., 32 Broad-st.-bldgs. (who died in April, 1857). Re Hodgson's Estate, Baker *v.* Hodgson, M. R. *Last Day for Proof*, Feb. 16.
JACKSON, DAVID, Esq., Druggist, formerly of Moldiford-ct., Fenchurch-st., afterwards of Mawby-pl., South Lambeth, and late of Portland-ter., St. John's-wood (who died in July, 1855). Jackson *v.* Forsyth, V. C. Stuart. *Last Day for Proof*, Feb. 4.
LINDSAY, CAROLINE ANN, Spinster, Cawnpore, East Indies, and CATHERINE JEMIMA LINDSAY, Widow, Cawnpore (both of whom died in July, 1857). Lindsay *v.* Wood, V. C. Wood. *Last Day for Proof*, Jan. 18.
NEWSTEAD, THOMAS, Maltster, Dunham, Notts (who died in Nov. 1842). Ridgway *v.* Newstead, V. C. Stuart. *Last Day for Proof*, Feb. 14.
STEPHENS, CHARLES, Wine Merchant, Newtown, Montgomeryshire (who died in Oct. 1858). Stephens *v.* Haynes. V. C. Kindersley. *Last Day for Proof*, Feb. 10.

FRIDAY, *Jan.* 14, 1859.

HARRIS, JOHN, Doctor in Divinity, late of New College, St. John's-wood, Middlesex (who died in Dec. 1856). Re Harris's Estate, Coombs *v.* Smith, M. R. *Last Day for Proof*, Feb. 16.
PEYNADO, JOSEPH RODRIGUES Gent., 2 Lansdowne-pl., Hackney (who died in April, 1857). Re Peynado's Estate, Bensilum *v.* Peynado, V. C. Wood. *Last Day for Proof*, Feb. 5.
PHILLIPS, RICHARD, Farmer, Marricourt, Lyneham, Oxon (who died in April, 1858). Frogley *v.* Phillips, M. R. *Last Day for Proof*, Mar. 1.
SYMONDS, ROBERT, jun., Gent., Swansea, Glamorganshire (who died in April, 1840). Slee *v.* Benson, M. R. *Last Day for Proof*, Jan. 31.

Winding-up of Joint Stock Companies.

TUESDAY, *Jan.* 11, 1859.

LIMITED, IN BANKRUPTCY.

BRITISH AND FOREIGN SMELTING COMPANY (LIMITED).—A Petition was presented, on Jan. 8, to her Majesty's Court of Bankruptcy in London, by Spencer Perceval Plummer, Esq., a Shareholder and Creditor, for the Winding-up of this Company, which will be heard before Mr. Commissioner Fane, Basinghall-st., on Jan. 20, at 2.
MARESFIELD PATENT GUNPOWDER COMPANY (LIMITED).—A meeting for Proof of Debts will be held on Feb. 2, at 1, Basinghall-st., before Mr. Commissioner Fonblanque.

FRIDAY, *Jan.* 14, 1859.

UNLIMITED, IN CHANCERY.

GOTHIC BUILDING AND LOAN COMPANY.—A Petition for the dissolution and winding up of this Company was, on Jan. 11, presented to the Lord Chancellor, by Samuel Brewin, of Sheffield, Pawnbroker; which will be heard before V. C. Kindersley, on Jan. 28, 1859. J. W. Hicket, 11 Serjeants'-inn, Fleet-st., London, Solicitor for the Petitioner.

Scotch Sequestrations.

TUESDAY, *Jan.* 11, 1859.

BRUCE, JAMES, Builder, Ash-cottage, Hillhead, near Glasgow. Jan. 18, at 12; Faculty-hall, St. George's-pl., Glasgow, *Sec.* Jan. 7.
EDGAR, WALTER, Grocer, Milton-st., Glasgow. Jan. 17, at 1; Faculty-hall, St. George's-pl., Glasgow, *Sec.* Jan. 5.
FLEMING, JAMES, Grocer, 14 Kirkgate, Leith. Jan. 17, at 2; New Ship-hotel, Shore, Leith. *Sec.* Jan. 7.

INGLIS, JOHN, Wright & Builder, Bellgrove-st., Glasgow. Jan. 17, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Jan. 6.

LISTER, JOHN, Strathruddie, late of Kininmouth, Advocate, Edinburgh. Jan. 17, at 1; Cay & Black's Rooms, 65 George-st., Edinburgh. *Seq.* Jan. 6.

MACDOUGAL, ALEXANDER, Fettes-farm, Killiernan, Ross-shire, deceased. Jan. 19, at 2; Caledonian-hotel, Dingwall. *Seq.* Jan. 17.

M'INTOSH, MALCOLM, General Merchant, Portree. Jan. 17, at 1; Faculty-hall, Glasgow. *Seq.* Jan. 6.

MARTIN, JAMES, Farmer, Goldenberry, West Kilbride, Ayrshire. Jan. 18, at 11; Black Bull-hotel, Kilmarnock. *Seq.* Jan. 6.

SCOTT, RODERICK M'DONALD, & THOMAS EDMOND, Oil & Commission Merchants, Glasgow. Jan. 19, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Jan. 7.

FRIDAY, *Jan.* 14, 1859.

DOUGLAS, JOHN, & ARCHIBALD M'MILLAN, Shawl & Dress Manufacturers, Glasgow. Jan. 21, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Jan. 10.

HOWDEN, JOHN, Insurance & General Agent, sometime of 11 Chesterfield-st., St. Pancras, Middlesex, now residing in North Beech-st., Stornoway. Jan. 21, at 1; Caledonian-hotel, Stornoway. *Seq.* Jan. 10.

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Advertisements can be received at the Office until six o'clock on Friday evening.

Mr. Kynnersley's Paper is unavoidably postponed until next week.

THE SOLICITORS' JOURNAL.

LONDON, JANUARY 22, 1859.

CURRENT TOPICS.

The notice which has appeared in the *Gazette*, that an assize will in future be held at Birmingham as well as at Warwick, leads to more than one serious question in connexion with the circuits. The *venue* being still laid generally in Warwickshire, who is to determine, and when, what particular causes are to be tried at Birmingham, and what at Warwick? Is the plaintiff or the defendant to have the option? Are the causes to be all entered at Warwick, and a certain proportion of them to be adjourned to Birmingham, or in what other way is the division to be made? In the case of Bristol, it was enacted by statute that the *venue* might be laid there as if it were a county; and in the absence of any such provision as to Birmingham, we are puzzled to know how the change that has been announced is to work. We fear that the Order in Council was made without previous consultation with the judges, who would have probably suggested some practical method for meeting these difficulties.

But supposing that by Act of Parliament, or otherwise, all technical obstacles to the change shall be removed, a graver question remains behind. When the Royal Commissioners reported on the circuits they recommended certain alterations throughout the whole kingdom, each hanging on the other, and adjusted to a mutual balance. The principle on which the Commissioners proceeded was that of compensation; if a portion was subtracted from one circuit, an equivalent was rendered to it from another. But it was never intended by the Commissioners, and it cannot be considered either just or advisable, that isolated and partial changes in our present circuit system should inflict grievous damage on any particular circuit. This, however, will be the result of the late Order in Council. There can be no doubt that the establishment of a separate assize at Birmingham will subtract most seriously from the business of the Oxford Circuit, already diminished by the loss of Bristol causes. We understand that the Bar of the Oxford Circuit have met to take the matter into consideration, and have determined to make a strong representation to the Home Office. There is no objection to, on the contrary, there exist very strong reasons for, granting a separate assize to a town so populous and wealthy as Birmingham; but to do this in such a way as to injure a considerable body of men, without any correlative advantage to the public, is neither fair nor wise. The Bar of the Oxford Circuit, we hear, suggest two modes of carrying out the object aimed at, either of which, with at least equal gain to the public, would avoid the injustice they complain of. The first course, and that which we consider the most desirable, is to carry out the recommendation of the Commissioners in their entirety, instead of the piecemeal fashion decided on; that is, to annex Warwickshire *in toto* to the Oxford Circuit, giving of course a separate assize to Birmingham, and compensating the Midland Circuit by the addition of York to their domain. The second course is, to admit the members of the Oxford and Midland Circuits equally to the new Birmingham assize, on the ground that the principal suburbs of that town, and those in which its manufacturing industry is carried on, are situated not in the Midland, but within the Oxford Circuit. This latter course would be more beneficial to the public, as it would afford to Birmingham litigants a wider choice of advocacy; but we should infinitely prefer to see the whole change in the order of circuits consistently carried out. It is impossible not to suspect that Mr. Walpole has acted in the matter with less circumspection than he would have done with wider and more accurate information.

The judgment of Mr. Commissioner Ellison, in the Newcastle Court of Bankruptcy, by which a second class certificate was awarded to a Mr. Alexander Gray, has excited an amount of dissatisfaction at which we are not surprised. The Commissioner, in his lengthened remarks, states a number of facts which we should have thought conclusive as to his duty of refusing a certificate altogether. The bankrupt had filed a bill in Chancery to evade payment of a sum due to his employer; he had traded recklessly, not merely without capital, but with heavy liabilities hanging over him; he had striven to bolster up his rotten credit with a series of accommodation bills,—many with fictitious names; finally, he came into court under a heavy suspicion, certainly by no means lightened by the Commissioner's remarks, of having dishonestly abstracted goods which he had lodged as security for a loan. The *Northern Daily Express*, after an able and careful summary of the salient points in the case, says, "We have profligate and hopeless litigation. We have the estate of his partner and benefactor ruined. We have a long and chronic insolvency. We have the stigma of preferential securities, and we have their existence repeatedly denied. We have property surreptitiously obtained somehow,—if not with a guilty knowledge on the part of the bankrupt, certainly with a guilty ignorance. And we have a perfect snow-fall of accommodation-paper, with all manner of names, real and fictitious,—always excepting good names. For which of these things, we ask, is the bankrupt dismissed with a second-class certificate?" We believe that every impartial reader of Mr. Commissioner Ellison's judgment will echo this question.

The Chancellor's Bill on Bankruptcy and Liquidation, long since defunct, has at length been formally interred, and it is now announced that the Government have in hand another measure on the subject, prepared by Mr. Reilly, secretary to the late Bankruptcy Commission, and supervised by Mr. Walpole and Mr. Henley, in conjunction with Lord Chelmsford. Mr. Reilly is a clever and well-informed man, but we should fear that he is too much imbued with official notions of bankruptcy, and that the promised measure will hardly give satisfaction to that large class of the public who desire a thorough change of system—a substitution of cheapness for expense, of common sense for technicality, and of mercantile usage for the present artificial proce-

dure. The deceased Government Bill went through more than one transmutation, we believe, before it was produced in the House of Lords, and during its incipient stages seven or eight months ago it formed the subject of criticism at the hands of Mr. Commissioner Fane, who printed and circulated some remarks on the subject. These remarks have just been reproduced, as something quite novel, in the columns of the *Times*, and the leading journal devotes an article to their consideration, in happy unconsciousness of their antiquity, and apparently impressed with the belief that they refer to some measure still before the public eye. It is obvious, however, that the "leading journal" has no very deep information on other points affecting bankruptcy legislation, for the same article informs us that the expense of proceedings in court is not greater than that incurred in private arrangements. So it seems that the heavy burdens of annuities, salaries, and compensations, stamp duties, fees, and payments innumerable, over which the trading public have been grumbling loud enough, we should have thought, to be heard anywhere, and which bring up the taxation, as proved by irrefragable evidence, to at least 30 per cent. on the realised assets, has never yet been summed up by the wisdom of Printing House-square. Why, even the Scotch system—proverbially cheap—is dearer than a voluntary settlement, and what can the English Court be in comparison? It puzzles one to conceive where a blunder so glaring could have been hatched, or how it found its way into columns generally not ill-informed on such matters.

The President, Vice-President, and Council of the Incorporated Law Society, on Thursday evening last, entertained at dinner the following distinguished guests:—The Right Hon. the Lord Chancellor, the Right Hon. Lord Kingsdown, the Right Hon. Spencer Horatio Walpole (one of her Majesty's Principal Secretaries of State), the Right Hon. the Master of the Rolls, the Right Hon. the Lord Justice Knight Bruce, the Right Hon. the Lord Justice Turner, Sir George Rose, and Sir Arthur Denman Croft, Bart. (one of the Masters of the Court of Queen's Bench, and one of the Examiners for Hilary Term). The President, John Young, Esq.; the Vice-President, John Irving Glennie, Esq., and nineteen other members of the Council, were present.

We are not without hope that we may be enabled, in a future number, to give our readers the substance of the speeches of the President, in proposing the health of the Lord Chancellor and the other distinguished guests, and of the Lord Chancellor in acknowledging the toast.

We congratulate the society and the profession at large on the event, which is alike honourable to them and to the distinguished visitors.

The Courts, Appointments, Vacancies, &c.

COURT OF CHANCERY.

(Before the LORD CHANCELLOR and the LORDS JUSTICES.)

VIVA VOCE EXAMINATION OF WITNESSES.

Haviland v. *Mortiboy.*—*Jan.* 17.

This case, which is an appeal from Vice-Chancellor Stuart, has excited considerable interest on account of the singular facts elicited during the examination, and the degree of mystery in which they are involved. Mr. *Malins*, Q.C., Mr. *Hoare*, and Mr. *Macnamara* of the common-law bar, appeared for the plaintiffs, and Mr. *Rolt*, Q.C., Mr. *Coleridge* of the common-law bar, and Mr. *Smart*, for the defendants.

The suit was brought by the next of kin of John Sheppard, late of George-street, Euston-square, who died intestate on the 19th July, 1845, and they claimed to be entitled to the whole of the clear residue of the estate and effects of the intestate, after providing for the payment of his debts and administration expenses. It appeared that John Sheppard at his death was possessed of leasehold and personal property of the value of £5962 and upwards. On his decease, one Mary Masters, a person who it was alleged had cohabited with him, but claiming to be his widow, took out administration of the estate in the name of Mary Sheppard. Proceedings were taken by the plaintiff to obtain an account from Mary Masters, otherwise Sheppard, which was rendered; and by an indenture dated the 30th November, 1846, made between the plaintiffs and others, the five sisters of the intestate, and Mary Masters, otherwise Sheppard, it was agreed that Mary Sheppard was entitled to a moiety of the residuary estate of the intestate, and the plaintiffs and their sisters to the other moiety; that John Sheppard in 1843 gave Mary Sheppard the sum of £650, which had been laid out in an annuity of £59, in the names of Thomas Mortiboy and another as her trustees; that the plaintiffs had abandoned any claim to the said annuity; and finally, that Mary Sheppard was entitled to a sum of 2986*l.* 8*s.* 3*d.*, and she was released from all claims against the estate of John Sheppard. This sum Mary Masters, or Sheppard, received and retained, as well as the annuity. She died January 3, 1857. By her will she appointed the defendant and another gentleman her executors and trustees, and made a general devise and bequest to them of all her real and personal estate for the benefit of relatives of one of the executors. At the time of the making of the indenture in question, and up to the time of the decease of Mary Masters, the plaintiffs believed she had been the wife, and had become the widow, of the intestate; but after her death they discovered that a marriage had taken place between one James Masters and the person who subsequently cohabited with John Sheppard, and who went by the name of Mary Sheppard, on 26th February, 1824. The facts appeared to be, that, in and after the year 1817, the person called Mary Sheppard resided for about six years in Gloucester-place, New-road, where she was visited by a person named Jones, to whom she was never married, and who was believed to be a nobleman, and she was then commonly called and known by the name of Mary Jones, or Mrs. Jones. For several months before February, 1824, Mary Jones went to reside at Mornington-place, Hampstead-road, and there she became acquainted and formed an intimacy with one James Masters, who was a pianoforte maker, at that time apprenticed to Messrs. Clementi, of Tottenham-court-road, and, as alleged, she, on February 26, 1824, married Masters at St. Pancras church, under the name of Mary Jones, and received and preserved her marriage certificate. This marriage was by license. It was alleged that the same person, known as Mary Sheppard, was again married by license, in the name of Mary Wall, to John Sheppard, at the church of St. Marylebone, on March 1, 1824. Evidence on the part of the defendant was produced to show that Mary Masters was married twice to the same man, but under different names, and on the part of the plaintiff to show that she was twice married, first to James Masters, and then to John Sheppard, within a month of each other. The Vice-Chancellor decided that the marriage with Masters on February 26, 1824, was a legal marriage, and that with Sheppard was illegal, and held that Mary Masters was not entitled to have a distributive share of John Sheppard's property. The present appeal was then brought, and it was arranged that the evidence of the principal witnesses should be taken before the full Court vivâ voce.

The examination lasted for several days, and as Lord Justice *Knight Bruce* observed, seemed to grow more complicated as it went on. The balance of probability, on the whole, seems to incline to the side of the defendant—it appearing from the evidence, that circumstances may have induced Mary Sheppard to marry at first under a false name, and then to go through the ceremony a second time in order (as she thought) to secure her property. The case, however, is full of improbability either way. The Court will give judgment on Wednesday.

QUASHING AN ORDER UNDER THE DIVORCE AND MATRIMONIAL CAUSES ACT.

On the 4th of the present month, a middle-aged female, who stated her name to be Charlotte Antrim, applied to Mr. Burcham, at the Southwark Police Court, and obtained an order under the Matrimonial Causes Act for the protection of her property from her husband, a shopkeeper at Town Malling. She then said, that her husband had deserted her many years, and that she had lately become possessed of considerable property. A few days ago a solicitor attended at the court on behalf of the husband, in order to request the magistrate to hear evidence on the part of the latter, as the whole of the statement of Mrs. Antrim was untrue. She had actually applied to Sir C. Cresswell, the Judge Ordinary, to make an order on the 4th of December, and after hearing her statement, the learned judge

refused to grant an order for the protection of her property. She had not mentioned that circumstance to his worship; had she, he (the solicitor) was sure he would not have granted the order. Mr. Burcham declined to discharge the order on an ex parte statement, but he granted a summons for Mrs. Antrim to appear and show cause why it should not be quashed.

On Wednesday last she was accordingly in attendance with her solicitor and Mr. *Sleigh*, the barrister, who was instructed to appear on her behalf.

Mr. BURCHAM asked whether it was true that Mrs. Antrim applied to the Judge Ordinary on the 4th of December for protection of her property, and was refused.

Mr. *Sleigh* replied that such was the case.

Mr. BURCHAM thought that the conduct of her legal adviser was rather disgraceful, as he never mentioned those circumstances to him. Had he done so, and stated the grounds, most likely he should have refused the order. The worthy magistrate called Mrs. Antrim, when she was examined by Mr. *Sleigh*.

On being sworn, she said, I married John Antrim in 1828, and lived with him only six years. I had two children by him, and I went out to work. During the time I lived with him he very much ill-treated me, and he frequently kept me without food. He also caused me to have a certain illness for nine months, and through his general bad conduct I was compelled to leave him, and he has not since contributed anything towards my support. I have lately had some property left me, and I wish that protected from him and his creditors. I had not been guilty of any impropriety of conduct towards him. I left him in Lewes, in Kent.

On cross-examination, the woman was obliged to admit that she lived with a Mr. Wall as his wife.

Mr. BURCHAM.—Then you may go about your business. I discharge the order at once.

Mr. *Sleigh*.—I hope, Sir, it will not go forth that I knew that the application was refused by the Judge Ordinary. Had I done so, I would not have attended to-day. I consider these proceedings indecent, and insulting towards the learned judge and the magistrate.

This was the first order that has been quashed under the new Divorce Act.

COMMITMENTS BY COUNTY COURTS.

A case was decided at the Brompton County Court on Tuesday last (sent by Mr. Justice Wightman) which involved an important question as to commitments by county courts after a discharge by the Insolvent Debtors Court, and the decision given will probably set the matter at rest. An insolvent named Wood was discharged under the Prison Act on the 18th ult., and on the 10th instant was committed on a warrant of the Brompton County Court obtained in November. An application was made to Mr Commissioner Murphy for the discharge, on the ground that the debt was inserted in the schedule and the creditor served with notice. The learned Commissioner was of opinion that he had no power to interfere, as the insolvent had been discharged; but had the case been sub judice, he should have granted the application. Messrs. Lewis & Sons, the insolvent's attorneys, then applied to Mr. Justice Wightman, upon the authority of the case of *Cookman* v. *Rose*, reported in the *Jurist* of the 12th September, 1857, and his Lordship expressed an opinion that Wood was entitled to his discharge, and directed an application to be made to the county court judge who had ordered the commitment. An application was accordingly made, and a special court appointed at Brompton on Tuesday last, where the learned judge was attended by the creditor, Mr. Brittain, and the attorney for Wood, and made an order for the discharge. This is the first decision of the kind, and its publicity will in all probability prevent a recurrence of the commitments by county court judges.

A new illustrator of Shakespeare has entered the field in the person of the Lord Chief Justice of the Queen's Bench, Lord Campbell. During a recent vacation in Scotland, he turned his attention again to our great dramatic poet; and reading over his plays consecutively, he was struck by the vast number of legal phrases and allusions they contain, and by the extreme appropriateness and accuracy of their application. He began noting and remarking upon them, giving them such explanations and elucidations as his vast experience and knowledge of the law enabled him readily to furnish. He has since put them into more regular form and order, and is printing them in the shape of a familiar letter to Mr. Payne Collier, who, in his recent biography of Shakespeare, states that there are more indications in Shakespeare that he had in some way, early in life, been connected with the legal profession, than are to be met with in all the works of contemporary dramatists put together. Lord Campbell's contribution to our small stock of information regarding the life and productions of the poet is nearly ready for publication.—*Athenæum*.

Lord Brougham having intimated his inability to preside at the dinner in celebration of the Burns centenary in Edinburgh, the chair has been assigned to Lord Ardmillan, one of the judges of the Court of Session—a native of Ayrshire, and an enthusiastic admirer of Scotland's national poet.

Recent Decisions in Chancery.

MISREPRESENTATION—SETTING ASIDE CONTRACT OF PARTNERSHIP.

Rawlins v. *Wickham*, *Wickham* v. *Bailey*, 6 W. R. 509; 7 W. R. 145.

Where a party by misrepresentation draws another into a contract, such party may be compelled to make good the representation, if that be possible; but if it be impossible, the person deceived may avoid the contract. The basis of this principle is the enforcement of a careful adherence to truth in all the dealings of mankind. It applies not merely to cases where the statements were known to be false by those who made them, but to cases where statements false in fact were made by persons who believed them to be true, if in the discharge of their duty they ought to have known, or if they had formerly known and ought to have remembered, the fact which negatives the representation made. A strong illustration of this is to be found in *Burrowes* v. *Lock* (10 Ves. 470), where a trustee, on being applied to by an intended purchaser for information whether the trust fund was incumbered, answered that it was not, whereas the trustee had received notice ten years before of an incumbrance and had forgotten it; and the trustee was held liable to make good the loss. The distinction between the cases where the person deceived is at liberty to avoid the contract, and those where the Court will affirm it, giving him compensation only, is not clearly defined. If the representation be one which can be made good, the party to the contract shall be compelled or may be at liberty to do so; but if the representation be one which cannot be made good, the person deceived shall be at liberty, if he please, to avoid the contract. The misrepresentation may consist as much in the suppression of what is true, as in the assertion of what is false. It must appear that the person deceived entered into the contract on the faith of it—in other words, it must be a representation dans locum contractui, that is, the assertion of a fact on which the person entering into the contract relies, and in the absence of which it is reasonable to infer that he would not have entered into it, or the suppression of a fact, the knowledge of which, it is reasonable to infer, would have made him abstain from the contract altogether.

The application of the above-stated principle in the case before us has produced a result which shows that the position of inactive partners in banking and other firms is very dangerous. They have commonly neither the capacity, inclination, nor opportunity, to understand fully the position of the concerns in which their fortunes are embarked, and thus they are obliged to adopt the representations made by the active partners, who will be sure to conceal as long as possible the consequences of their own mismanagement or dishonesty. In the present instance, a bank consisted of one active and two inactive partners. One of the latter desired to retire from the concern, and a substitute was proposed, who, after long discussion and negotiation, agreed to take his place. The statements produced of the accounts of the bank greatly understated its liabilities, and were in other respects untrue. A., the active partner, had a guilty knowledge of the misrepresentations, but B., the continuing inactive partner, adopted the statements of A. and of the principal clerk, without inquiry or knowledge of the truth, and joined in making to C., the proposed new partner, the misrepresentations upon which he came to his conclusion to join the bank. The partnership was formed and continued for four years, when the death of the principal clerk led to the discovery of extensive frauds committed by him, and the real position of the bank was made apparent. The present suit was instituted by C. against A., and the representatives of B., now deceased, to have the partnership declared void, and for repayment of the sum advanced for the purchase of a share therein, and for an indemnity against the debts and liabilities of the bank. It was

urged for the defence that, even if B. had abstained from joining in the misrepresentations, C., having confidence in A., would still have acted as he did; but the Lords Justices, before whom the case came, on appeal from *Stuart*, V. C., refused thus to speculate on what might have happened. Another point appeared more doubtful:—If the plaintiff had discovered the fraud earlier, his claim to relief would have been unquestionable; but he remained for four years ignorant of the real position of the bank, and his conduct as partner appears to have been nearly the same as that attributed to B. It is probable that, if he had attempted to investigate the accounts, objections would have been raised by A. This difficulty in the way of acquiring knowledge would have been no excuse for ignorance as against injured customers of the bank. But as against A. and B. the plaintiff was entitled to rest throughout the four years, without further examination, upon the statements made to him on entering. That he did so, however, was made, by *Stuart*, V. C., a ground for refusing him his costs. It may be thought that, if the plaintiff's supineness deserved to be thus visited, it ought, also, to have disentitled him to the relief prayed. The decision on this point is certainly rather startling, and, whatever may be its intrinsic soundness, the authorities cited to support it are scarcely so satisfactory as might be desired. In *Harris* v. *Kemble* (1 Sim. 111; 2 D. & Cl. 463), the bill was for specific performance of an agreement to take a lease of Covent Garden Theatre. One ground of defence was, that the profits of the theatre had been overstated, and it was answered by the plaintiff that the defendants had access to the accounts, and might have ascertained for themselves what the profits really were. Lord *Lyndhurst*, C., considered the result of the evidence to be, that the accounts were so complicated as only to be understood after much time and the employment of a skilled accountant. In fact, the defendants did not discover the truth until they had been for some time in possession under the agreement, and had had the management of the theatre in their own hands. This was a sufficient answer to the argument that they ought to have detected the misrepresentation before entering into the agreement; but it was not offered as an excuse for delay in taking steps to set the agreement aside. Besides, the delay in repudiating the agreement was much less than in the present case, and the defendants claimed to be released from it on several distinct grounds. This case does not, therefore, dispose of the argument founded on the plaintiff's neglect of his means of knowledge, although that was the purpose for which *Turner*, L. J., appealed to it.

It was urged that the proper course would be to decree that the defendants should make good the statements produced on the negotiation, that is, should pay the difference between the amount of debts stated, and what they really were. But *Turner* L. J., said, that "when a contract was founded on misrepresentation, the Court could not rectify it, but must thoroughly set aside the whole transaction." Perhaps the principle is here a little too broadly stated, and cases may be found which appear to be exceptions to it. But in the present case no relief short of setting aside the contract could have been adequate.

The fact that B. joined A. in making the misrepresentation would have been equally decisive of his liability to the person deceived if there had been no partnership between A. and B. In the argument, however, many cases were cited in which inactive partners have been held responsible for the frauds of those in whose hands they left the business. When the question has been, whether one partner had notice of the irregular dealings of his copartner, and it appeared from the evidence that by using ordinary diligence and attention he might have discovered all the material facts, it has been decided that knowledge of them must be imputed to him. The means of knowledge were within his power, and he would with very little trouble have found confusion and irregularity in the accounts, a proper investigation of the sources of which would have led to the discovery of all that had been done. Under such circumstances the Court, for the protection of those who deal with partnerships, must impute the knowledge which the partners acting for their own interest, and in discharge of their plain duty, might and ought to have obtained. This principle was adopted by *Knight Bruce*, L. J., when he said, "There were many persons to whom the plaintiff would not have been allowed to say that he was ignorant of the contents of the books—to whom the utterance of such an excuse would have been a vain thing."

It is no objection to a bill of this sort that the plaintiff has a remedy at law, but of course both remedies could not be simultaneously pursued. In the present case, however, an action had actually been brought by C. against A. and B., and on B.'s death it was continued against A. to judgment. In order to reach the estate of B. it was necessary to proceed in equity, and any sum recovered on the judgment would be set off against the amount found due by the decree. It may be well to notice that the case of fraud was considered to be overstated in the bill, and *Stuart*, V. C., said that this was a common practice. It certainly is not a safe one, inasmuch as the plaintiff, partly on this ground, was refused his costs of suit, and also of the appeal.

MORTGAGE—RECEIVER—ATTORNMENT—POWER OF DISTRESS—ESTOPPEL.

Jolly v. *Arbuthnot*, 7 W. R. 127.

The question which arose in this case between a first mortgagee of the estate of Colonel Waugh and his assignees in bankruptcy, was of some nicety, and it has an important bearing upon securities which provide for the appointment of receivers with powers of entry and distress. The mortgage to the plaintiff was accompanied by a deed of even date, by which Waugh and plaintiff jointly and severally appointed receiver to take the rents, with powers of entry and distress; and Waugh attorned tenant to the receiver, at a named rent, as to a certain part of the premises, being then in Waugh's occupation, with powers of entry and distress; and it was provided that after fourteen days' notice it should be lawful for the plaintiff to enter, in which case the tenancy by attornment was to determine. On 15th April, 1857, Waugh was declared bankrupt, and, on the 28th, the receiver levied by distress for a year's rent, up to the 12th of the same month. The sum raised by the distress was now disputed between the plaintiff and the assignees of Waugh.

It was contended, in the first place, that the relation of landlord and tenant had been created between the receiver and Waugh, and that the distress was valid in virtue of that relation. But the receiver took no estate under the deed, and, therefore, he could have no right to make a distress, using that word in its strict sense. It was then argued that, as Waugh had attorned tenant to the receiver, he and those claiming under him were estopped from denying the tenancy, and, in support of this contention, the case of *Dancer* v. *Hastings* (12 Moore, 34; 4 Bing. 2), was much relied on. There, in replevin, the defendant made cognisance as bailiff of W. for rent in arrear from the plaintiff under a demise from W. On the production of the lease under which the plaintiff held, W. was described as a receiver appointed by the Court of Chancery, and the rent was made payable to him, or any future receiver. It was held that W. was entitled to distrain for rent in arrear, and that the plaintiff was estopped by his own deed from pleading non tenuit. A receiver of the Court of Chancery has no estate in the land, and the authority of the Court cannot confer on him a legal right, although it may, by the exercise of its own powers, supply the want of it. Tenants who have attorned to the receiver, or accepted holdings under him, cannot, of course, dispute his title as landlord, and, therefore, he can distrain upon them. But still he has not in him the reversion to which the right of distress is properly incident. The receiver in the present case had neither more nor less estate than a receiver of Chancery, that is, he had none at all, and Waugh had attorned tenant to him. But the Master of the Rolls held that here the tenant was not estopped from denying the receiver's title, because the deed itself showed that the plaintiff was owner subject to Waugh's equity of redemption, and, therefore, there could be no tenancy implied from it by law between the receiver and Waugh. One cannot be estopped by deed from alleging what appears upon the face of it. This limitation upon the doctrine of estoppel prevailed in *Pargeter* v. *Harris* (7 Q. B. 708), which was an action upon a covenant in a lease to pay rent. The lease recited that the intended lessors were owners subject to a mortgage. The declaration set forth this recital, and averred that the plaintiffs never had any reversion in the premises purported to be demised. The recital was held to be sufficient to prevent either party from being estopped from denying that the plaintiffs had a legal reversion, and, it would seem, to estop them from asserting it. Lord *Denman*, C. J., said, "Whatever may be the law if the lease be in the common form, so that both parties to it would be estopped from denying that the lessor had the reversion, as there is no estoppel in this case by reason of the facts being disclosed on the face of the lease itself, the covenant is a covenant in gross, and the declaration is good."

It was held, therefore, that there was no estoppel upon Waugh and those claiming under him. The receiver was not

a landlord, nor did the deed operate to confer upon him as against Waugh a landlord's rights. The power of distress amounted only to a license to enter and seize Waugh's goods, and by the bankruptcy those goods had passed to the assignees, and the license became inoperative. Upon this point the authority of *Freeman* v. *Edwards* (2 Exch. 732) is decisive, and that case furnishes another example of an unsuccessful attempt to confer for the security of mortgagees a power of distress co-extensive with that of the reversioner. In an action of trespass de bonis asportatis by the assignees of L. a bankrupt, the defendants pleaded, that L. before his bankruptcy, being seised in fee of certain copyhold tenements, in consideration of a sum advanced to him, covenanted to surrender them to the use of the defendants, subject to a proviso for redemption; and for better payment of the interest of the said sum L. granted to the defendants, that as often as the interest should be in arrear for a certain time, it should be lawful for them to enter and distrain for the same. The plea then averred the surrender and admittance of the defendants, and justified the seizure of the goods on the premises whilst in possession of L., as a distress for the interest in arrear. The plaintiffs were held entitled to judgment non obstante veredicto; for, assuming the grant to operate as a rent-charge, it ceased to be so upon the admittance of the mortgagees, and afterwards it could only take effect as a covenant, binding such goods of the bankrupt as might happen to be on the premises at the time of the distress. If the grant were treated as a rent-charge, it could only be so as long as the estate remained in the mortgagor, that is, until surrender by him and admittance of the mortgagees. But after surrender and admittance the rent-charge ceased to be a legal obligation on the land; for a person cannot at the same moment grant a rent-charge and also the fee-simple in freehold or copyhold land. Its only effect afterwards was that of a covenant binding the bankrupt himself, or his legal representatives, but not third persons. By that covenant, whenever the interest should be in arrear for a certain time, and the mortgagees chose to avail themselves of the power, all the goods of the mortgagor would be liable to a distress, in the same manner as to a distress for rent. That operated on all the goods which should belong to the mortgagor at the time of the distress. It was no lien on any specific goods. Before the distress and bankruptcy, there were no goods liable to that charge, but only liable to a possibility of distress. It was a mere matter of contingency, and the goods, passing to the assignees by the bankruptcy, ceased to be operated on by the covenant, since they were no longer the property of the bankrupt, but of his assignees.

There seems to be another objection to the estoppel which was not noticed in the arguments or by the Court. "Privies in blood, as the heir; privies in estate, as the feoffee, lessee, &c.; privies in law, as the lord by escheat, tenant by the curtesy, tenant in dower, and others who come in by act of law, shall be bound by, and take advantage of, estoppels." (Co. Litt. 352 a.) Therefore, if the matter in dispute had related to the land, the estoppel would undoubtedly have bound the assignees, supposing them to have claimed an interest in it. The estate appears to have been heavily mortgaged, probably beyond its full value, in which case the assignees could gain nothing by claiming the equity of redemption except the liability to this estoppel. But even as between the parties to the deed, estoppel only extends to that which forms its proper subject-matter. The case of *Carpenter* v *Buller* (8 M. & W. 209), shows that a party to an instrument is not estopped in an action by another party to it, not founded on the deed, and wholly collateral to it, from disputing the facts thereby admitted. That was an action of trespass, brought to try the title to a piece of land, and it was held that a recital that the defendant was seised in fee of certain lands described, including the locus in quo, contained in a deed to which the plaintiff and defendant were parties, but which deed did not relate to the title to the lands, but only to an adit which it was proposed to construct, was not conclusive in that action. The subject of the present suit was the value of certain goods which happened to be on the land to which the deed working the estoppel related. Surely this is a matter wholly foreign to the deed. No doubt, it may be said, in general, that the assignees of a bankrupt take all his rights and liabilities. But many exceptions may be suggested. Under the circumstances of *Freeman* v. *Edwards*, the heir or devisee of the mortgaged lands would probably have been bound by the covenant giving power of distress, but still the assignees of the mortgagor were not bound by it. In that case there was no attornment, but merely the grant of a rent-charge which was held to operate as a covenant. Still it seems to furnish a legitimate argument against the estoppel of the assignees in the case before us.

Cases at Common Law specially interesting to Attorneys.

PRACTICE—NATURE OF THE PROCEEDING BY WAY OF AUDITA QUERELA—COSTS.

Holmes v. *Pemberton*, 7 Q. B. 160.

The proceeding which bears the name of an auditâ querelâ is one which but rarely occurs in practice (as it is applicable only in one particular emergency), and is consequently enveloped in some obscurity. It is, in its nature, an original and independent *action*, which commences not by a writ of summons (as all other personal actions now do) but by a special writ, from which it is named. The cause of this action is (as we have said) always the same—viz. that he by whom the writ is sued out having had a judgment recovered against him in the court to which the auditâ querelâ is directed, and being consequently either actually in execution under such judgment, or in danger of becoming so, is entitled to be relieved from the inconveniences incident to the judgment, upon some matter of discharge which has happened since the judgment; as, for example, a general release subsequently given by, or payment of the judgment debt to, the plaintiff. The writ itself commands the Court to call the parties to the judgment before it, and cause justice to be done between them; and the nature of the proceeding was a good deal sifted in *Giles* v. *Hutt* (1 Exch. 701), one of the few cases in which it has been resorted to in modern times. There the question for the Court was, whether an auditâ querelâ, as being "an action or suit," came within the enactment of 4 Ann. c. 16, s. 4, under which the defendant (i. e. here, the judgment creditor) was allowed to obtain leave to plead several matters of defence. The Chief Baron hesitated to call the proceeding by an auditâ querelâ an *action*, but said that it could not be denied that it was a "suit," and, consequently, within the Act; and the rest of the Court concurred. A year or two subsequently to this case (in *Dearie* v. *Ker*, 4 Exch. 82), another question with regard to an auditâ querelâ arose for the determination of the same Court, viz. whether the writ issued as a matter of common right and ex debito justitiæ, or whether it required the previous sanction of the Court. There seems at that time to have been a diversity of practice in the Courts as to this matter—the Queen's Bench having a rule of court requiring the writ to be moved for in open court, but there being no such express regulation either in the Exchequer or Common Pleas. However, the Court of Exchequer then laid it down, that the writ must both be moved for in court, and supported by an affidavit of the matter alleged to have supervened; and afterwards, when the practice of the three Courts was consolidated and amended in a variety of particulars by the general rules issued under the Common Law Procedure Act of 1852, it was expressly ordered (Reg. Gen., H. T., 1853 (Pr.), r. 23) that no writ of auditâ querelâ shall be *allowed* unless by rule of Court or order of a judge.

The question as to this proceeding now decided by the case under discussion, is one of considerable interest. It is, whether the writ draws after it that important incident to an action, viz. the liability of the losing party to pay costs to the other. The precise form in which this point was raised was, by an application from the judgment creditor (the defendant in the auditâ querelâ) that security for costs should be given by the plaintiff (who was abroad), and that in the meantime proceedings should be stayed. This the Queen's Bench granted, holding that the proceeding was for all purposes an *action*, and, therefore, within 3 & 4 Will. 4, c. 42, s. 34, which gives costs of the action to the party obtaining judgment upon a demurrer joined therein. On an auditâ querelâ the pleadings must (it will be observed) result in an issue or issues in law, as the facts alleged to have supervened will be dealt with on affidavits by the Court or judge before allowing the writ.

In allowing costs in this proceeding to the successful party, the Queen's Bench have run counter to more than one authority. For example, the contrary is declared to be the rule in "Hullock on Costs," a book still of repute with regard to those parts of practice which stand as they did in the time of the author. It is there laid down positively (p. 622) that "no costs are recoverable by the plaintiff in a writ of auditâ querelâ." The statute of Will. 4, however, above referred to, is subsequent to the last edition of the work of Mr. Baron Hullock, and the more recent treatise on this subject by Mr. Gray is discreetly silent on the point. It is also noticeable that, in the second Report of the Common Law Commissioners, on which the Procedure Act of 1854 was founded, the proceeding by way of auditâ querelâ was recognised, and recom-

mended, in certain cases, to be adopted in aid of their proposed method of obtaining the interference of the Court to prevent injustice being worked by a judgment recovered therein, by means of an equitable plea to the action. Accordingly, as such equitable pleading would not reach the case of a cause for the judgment not to be put in force arising after it had been obtained, the Procedure Act of 1854 (in compliance with this recommendation) enacted that any equitable matter which, if it arose before or during the time for pleading, would be an answer to the action by way of plea, might, if it arise *after* the lapse of the period during which it could be pleaded, be set up by way of auditâ querelâ.

ARTICLED CLERKS—SERVICE UNDER UNSTAMPED ARTICLES —19 & 20 VICT. C. 81, S. 3.

Ex parte Fenton (*an Articled Clerk*), 7 W. R., Q. B., 160.

This was an application to allow service to be computed from the date of the execution of the articles. The articles in question had been entered into in the year 1842, but had not been stamped till January, 1858, when they were stamped by the Commissioners of Inland Revenue, under the provisions of 19 & 20 Vict. c. 81, s. 3 (passed 29th July, 1856), which makes it lawful for such commissioners in any case in which they shall be directed so to do by the Treasury, to stamp articles of clerkship (among other instruments), although more than six months shall have ensued from the date thereof (notwithstanding the prohibitory enactment in that behalf contained in 7 Geo. 4, c. 44), upon payment of a penalty proportioned in amount to the time allowed to have elapsed before the application, and after a scale set forth in the Act.

Since this enabling Act passed, many applications, as might be supposed, have been made under it, similar in their objects to that now under discussion. These we have watched with much solicitude, and have from time to time, as they were reported, given our readers an account of them. The subject, in truth, is one pregnant with interest to our subscribers, and for this reason we will briefly recapitulate the effect of the previous decisions. The first of these in point of date was *Ex parte Norton** (26 L. J., Q. B., 24), in which, a few months after the statute passed, an application was made under it, that service for three years, under unstamped articles (the articles being first stamped under the new Act), should be allowed to complement service for two years under other articles subsequently entered into, when the defect in the first was discovered. Here, there being no negligence on the part of the clerk (who was not aware till three years after their execution, of the defect existing in the original articles), the application was granted by a rule absolute in the first instance. Then came the case of *Ex parte Williams*† (5 W. R., B. C., 370), which was an application that certain articles should be enrolled, though unstamped, relying upon the 19 & 20 Vict. c. 81, as, in effect, dispensing with the necessity of the officer enrolling articles, seeing that they were duly stamped; but Mr. Justice *Erle* (who, for some reason or other, has always shown himself opposed to the success of applications similar to that under discussion) refused this application peremptorily, and said, that the statute passed in 1856 was by no means intended to make it less incumbent than it was before, on the clerk to get his articles duly stamped at the proper time, viz. within six months from their execution, as required by 6 & 7 Vict. c. 73, s. 8; and that the new provision was only intended to meet special cases of hardship, where the clerk would otherwise be damnified by the neglect of others, without his own connivance or privity. Subsequently, however, these articles (being first stamped under the Act of 1856) were allowed to count for service from the date of their execution.‡ The warning given by Mr. Justice *Erle* was repeated by Lord *Campbell* in the application *Ex parte Welch*§ (5 W. R., Q. B., 505), made shortly after that made on behalf of Mr. Williams. Here, however, as in the previous case, the service was ultimately allowed to date from the execution of the articles, since the omission to stamp appeared to have been solely owing to the fault of the applicant's father (to whom he had been articled), and to have been unknown to the applicant himself. A subsequent application on behalf of a gentleman of the same name as that last mentioned, *Re Welch*‖ (6 W. R., Q. B., 64), was refused, on the ground that the omission to stamp had been the deliberate and intentional act of the applicant's father and master under the articles, because he doubted whether his son's health would allow him ultimately to follow the profession; and all the judges held in this case, on being consulted by *Crompton*, J., that relief could only be afforded by the Court in cases where the delay was unintentional, or where there had been negligence satisfactorily explained.

This brings us to the facts of the case under discussion. Here (as in *Ex parte Norton*), the applicant was originally articled to, and served for three years under, his father; upon whose death it was discovered that the articles were unstamped. The applicant had supposed them to be stamped, but it did not appear by the affidavits why they had not been stamped, nor that the stamping was omitted from inadvertence—the only averment being that the omission was not occasioned by any negligence or default on the part of the applicant. Notwithstanding that those matters did not appear in the affidavits, and though it did appear that the applicant knew there was no stamp on his articles as long as thirteen years ago, and that he had made no application under the Act passed in 1856 till the present time, and though it was clear that all intention of making use of the original articles had been abandoned, the Court granted the application.

This case may therefore be considered as the most favourable to the interests of those who have served under unstamped articles, and are desirous of recovering the lost time, which has hitherto been reported. It was, perhaps, fortunate for Mr. Fenton that Mr. Justice Erle was not in court when his case was disposed of.

LAW OF EVIDENCE—PRACTICE UNDER THE COMMON LAW PROCEDURE ACT, 1854, SS. 22, 24.

Faulkner v. *Brine*; *Sladden* v. *Serjeant*, 1 Fost. & Fin. 254, 332.

In the trial of the first of these cases, the proper construction of the 22nd section of the Common Law Procedure Act, 1854, which allows a party, in certain cases, to discredit his own witness, was laid down by Lord *Campbell*. The Act says, that if the witness shall, in the opinion of the judge, prove adverse to the party producing him, such party may, by leave of the judge, prove that he has made at other times a statement inconsistent with his present testimony. In *Faulkner* v. *Brine* (the action being for negligently driving against the plaintiff) the plaintiff was asked, on cross-examination, whether he had not stated to one S. that the accident had occurred from his (the plaintiff's) fault. This he denied; whereupon the defendant's counsel called S., who said, the plaintiff told him the accident was caused by the fault of the defendant's carman. On this the defendant's counsel proposed, under the 17 & 18 Vict. c. 125, s. 22, above referred to, to ask S. (in order to discredit the account he now gave to the jury) whether he had not given to the defendant's attorney a totally different version of the conversation he had had with the plaintiff concerning the causes of the accident. This was objected to on the other side, on the ground that it did not appear that S. was adverse to the defendant; but Lord *Campbell* allowed it to be put—it being understood that the question was asked in order to discredit the witness *altogether*, and not merely to get rid of part of his testimony.

In *Sladden* v. *Serjeant*, it was proposed, on behalf of the defendant, to cross-examine one of the plaintiff's witnesses with regard to the contents of an affidavit he had made. The plaintiff's counsel objected, that the affidavit ought to be produced and put in evidence; but *Willes*, J., overruled the objection, upon the 24th section of the same Common Law Procedure Act, which allows a witness to be cross-examined as to previous statements made by him into writing, or reduced into writing, relative to the subject-matter of the cause, without such writing being shown to him. The section proceeds to give power to the judge, at any time during the trial, to require the production of the writing, and enables him thereupon to make such use of it for the purposes of the trial as he shall see fit.

PRACTICE—QUI TAM ACTIONS—PLAINTIFF FAILING TO APPEAR.

Stowell v. *Brown*, 1 Fost. & Fin. 256.

From this case it appears (ex. r. *Wightman*, J., and *Huddleston*) that, in a qui tam action by a common informer, if the plaintiff does not appear when called in court, the practice is to have a nonsuit entered, and not for the officer of the court to strike out the cause.

* Vol. i. p. 5. † Vol. i. p. 271.
‡ Vol. i. p. 479; vol. ii. p. 325. § Vol. i. p. 440
‖ Vol. ii. p. 108.

The Provinces.

BIRMINGHAM.—We regret to record the death, on Sunday last, of our townsman, Mr. Bray, formerly Town Clerk of this borough. The deceased, in his private and public character,

was universally respected. Mr. Bray held the office of town clerk during an important period of the infancy of our municipal institutions. On the incorporation of Birmingham he succeeded Mr. William Redfern. During his town clerkship the difficult question of the transference of the powers of the old self-elect governing bodies to the corporation was accomplished; and few members of the corporation contributed more than Mr. Bray, by his superior common sense, his frank and genial manner, and his disinterestedness, to carry out that great local revolution in self-government. In 1852 the town council materially changed in its *personnel* and general composition; and Mr. Bray's health declining, he voluntarily resigned his office in August of that year. Although pressed by many of his old public friends to become again a candidate for a subsequent vacancy in the town clerkship, and, if elected, to hold it only during his own pleasure, he refused their pressure. Indeed, moderately, yet sufficiently, pecuniarily independent, he preferred practically to retire from his professional business, reserving only the business of a few old private clients. Mr. Bray was not a native of Birmingham. He was, we believe, born in 1795, at Atherstone, or in its neighbourhood, the son of a respectable miller and farmer. At the age of fifteen, he placed himself as a clerk to Messrs. Tomes & Heydon, of Warwick, the then principal solicitors of that town. The late Mr. Tomes, usually under-sheriff, and afterwards member for the borough, was partial to the young clerk; and Mr. Bray was his attendant at coroner's inquests. During this period of his life there was scarcely a parish or bye-road in the county untravelled by the master and clerk. In 1813, Mr. Joseph Parkes was temporarily articled in the same office, and there the two young clerks formed an early friendship. Mr. Parkes's articles were soon after assigned to a solicitor's firm in the city of London. In 1815 Mr. Bray, disappointed of a promise of his articles by Mr. Heydon, left Warwick, and emigrated to Newfoundland, in company of a clergyman of Warwick, who had a Church mission to the colony. But he did not find a sufficient livelihood and prospect in the Northern regions. On his return, finding out his friend, Mr. Parkes, in London, the latter gentleman then having the management of the Chancery department of his office, placed our late Town Clerk as his fellow and assistant clerk. On Mr. Parkes's subsequent settlement in Birmingham, Mr. Bray became his old friend's managing clerk; and on the removal of Mr. Parkes to London, in 1833, Mr. Bray, having served his articles to Mr. Parkes, succeeded to the business, under the firm of Parkes & Bray. In 1840 he practised on his own account, and subsequently in partnership with Mr. Bridges. The above, we believe, is a simple and just record of the worldly life of an estimable townsman and a public officer, whose death will be lamented by many sincere and attached friends.—*Birmingham Journal.*

BRISTOL.—In compliance with a suggestion from Sir J. E. Eardley Wilmot, Bart., Judge of the Bristol County Court, the attorneys practising in his court appeared this week, for the first time, in professional robes. The change appeared to give satisfaction to the public as well as to the learned gentlemen themselves, and it will have the salutary effect of distinguishing regular practitioners from a number of individuals known as "agents," who have been permitted to exercise the functions of advocates, in certain cases, in this court.

CARDIFF.—*Address to County Court Judge*.—The business of Judge Falconer's circuit having largely increased, it has been found necessary to divide it, and add several of its towns to other circuits; and we understand Judge Herbert, of the Monmouthshire and Herefordshire County Court, will in future attend at Cardiff. A few days since, the Mayor and Corporation of Cardiff waited upon Judge Falconer, in the Town-hall, for the purpose of presenting to him an address on his ceasing to preside over their court. His Honour in reply said:—"Mr. Mayor and gentlemen,—So far as affects myself, I wish I could remain silent, for I have endeavoured to do my work as unobtrusively as possible, and yet with diligence and care. I assent to the saying of the great orator of antiquity, that public and private affairs equally impose serious obligations in the performance of the duties they are connected with, and that in the due performance of such obligations consists the dignity, and in their neglect the great disgrace of life. I have endeavoured here to do more than mentally assent to this opinion. The occasion, however, requires that I should speak of what has passed here. I have held 266 courts on this circuit in the present year; I have heard some references from the superior courts, and I have been engaged on court business on nearly all other working days. I could not have sat less frequently with any satisfaction to myself. My arrangements were made with a view to shorten the time of attendance of suitors; for it has always appeared to me to be of the utmost importance to the character of the court and to the estimation in which it might be held by the public, that to whatever there may be necessarily inconvenient in attending a court of justice, the arrangements under my control should not add any avoidable privation. Plaintiffs and defendants may complain of one another, but they ought to have no reason to complain that the business of the court is carried on without consideration for their comfort and ease. Persons have frequently been kept an inconvenient length of time in this court, and I have regretted it. I would have sat oftener, but for very many months—and the number of courts that I have held proves it—the pressure of business on the circuit has prevented my making the attendance of suitors so easy as I wished. I have sat as judge for seven years, and in that time I have personally held every court that has been held here in every month of each of these seven years. I am thankful to God for the health that enabled me to be regular and unfailing in my attendance. It is a long time, and those boys of fifteen who came curiously to look on in 1852 are now men, taking their share as men in the busy occupations of life. The amount of the business of this court in those seven years is as follows:—

	Plaints.	Above £20.	Sued for.	Actual committals to Gaol.
1852	1,665	55	£6,017	12
1853	2,001	41	7,143	10
1854	2,513	59	8,824	22
1855	2,178	60	8,342	15
1856	2,334	78	8,842	16
1857	3,202	114	14,104	27
1858	3,641	89	13,696	30

The number of causes here, and on the circuit generally, above £20, has been considerable, and many of them have been of much importance. When I say that there has been no appeal from any decision in this court, I desire to add, that I have always considered it to be a most solemn duty to give my reasons for a judgment in writing whenever I have thought parties might desire a revision of any decision. The number of what are called 'tally cases' has been small compared to the number of such cases in some other courts of the circuit, and the cases generally have represented a very legitimate and proper course of trading on the part of plaintiffs. As regards the number of actual committals to gaol, they have been during the past seven years but small. It has been the painful part of my duty to make such orders; but it is to the credit of tradesmen, and speaks much for the careful manner in which their business is generally transacted, that the actual committals have been so few. I am not aware what was the total amount of the work on this circuit in the past year, but in the year 1857 this circuit was at the head of all the county court circuits in the kingdom in the amount of money sued for, in the number of causes above £20, and in the number of days on which courts were held—irrespective of some 300 miles of travelling in each month. The opportunities I have had, however, make me believe that there are many matters in which improvements in these courts might be advantageously made by the Legislature, and especially in extending their jurisdiction to the administration of the estates of deceased persons. It is certainly remarkable, that the total denial of justice in this country to nearly all persons interested in the distribution of personal property of moderate amount, subject to trusts, should not long since have awakened the Government to an earnest sense of wrongs suffered daily from the inadequacy, on account of the expense and delays, and distance, of the Court of Chancery to afford relief. Families are now constantly robbed from the frauds of trustees and unprincipled relatives without the power to obtain redress,—and yet a system of almost immediate accountability is perfectly practicable. What these courts have already accomplished has nevertheless been of the greatest public service. The former hopeless insecurity in which traders were placed is at an end, and the debts due to them, if they have traded with proper care, are easily recoverable. Disputes of a character which it was impossible for them to settle without disastrous litigation and enormous cost, are heard and terminated at a moderate expense. The sense of a constant denial of justice which tormented trade no longer continues, while the observable improvement in the keeping of shop-books is an indication of improved morals in trading. Nor have these courts been without the greatest influence in causing changes to be made in the general law of the country of the highest value, especially that which has permitted parties to be witnesses in their own causes—an improvement of the most beneficial nature, and which has incalculably aided in the

attainment of justice. The experience and practice of these courts has, also, compelled the adoption of an almost new system of procedure in the superior courts, which has afforded great relief to all suitors. We must not, also, forget the opposition which so long succeeded in preventing the establishment of these courts, or the hostility they experienced, in some considerable degree still experience, from the chief legal authorities. The defence of them by Lord Brougham will always be gratefully remembered among the many meritorious of the great acts of his useful public life. The courts were instituted, in fact, in spite of what appeared to be insurmountable hindrances, nor has any ministry dealt with them in such a manner as to indicate a just sense of their importance, or of the value attached to them by the great body of the people. Even at a great meeting for the discussion of social and legal questions, held at Birmingham in 1857, it was remarkable how erroneous were the opinions expressed respecting the county court system. It was imagined that the kindred institutions of the Sheriffs' Court of Scotland, and the Civil Bill Courts of Ireland, possessed advantages over the English courts, although the fact really is, that in all matters in which they may be regarded to have a common jurisdiction, the advantages possessed by the public are the greatest beyond all comparison in the English system. For these reasons, therefore, I accept this address with the greatest pleasure and satisfaction. I accept it as a useful and instructive sign of the sense that prevails of the value of these courts. For the arrangements that have been here made by you for the convenient transaction of business, I desire to express my admiration. In these courts, as well as in those in which the ordinary duties of magistrates are performed, an opportunity for the presence of many persons is always desirable. It was well said by a great jurist, 'that by publicity the temple of justice adds to its other function that of a school—a school of the highest order, where the most important branches of morality are enforced by the most impressive means; a theatre, in which the sports of the imagination give place to the most instructive exhibitions of real life. Sent by the self-regarding motive of curiosity, men imbibe, without intending it, and without being aware of it, a disposition to be influenced, more or less, by the social and tutelary motive—the love of justice. Without effort on their own part—without merit on the part of their respective governments, they learn the chief part of what they do learn of the state of the law on which their fate depends.' The provision that you have made for the convenient presence of the public in this hall deserves great commendation. It is impossible for me, without very great regret, to cease to hold a judicial office in this town, which placed me at the head of the civil branch of the administration of the law of this county. At the end of my work, and in quitting this chair, it is satisfactory and pleasing to retire with your good opinion. I most respectfully and gratefully thank you for your expression of it. The document you have presented to me I shall treasure with pride, and preserve as if it were an honourable inheritance."—The learned judge, who seemed much affected towards the end of his address, was loudly cheered at its conclusion; after which, the mayor and corporation retired, and the ordinary business of the court was resumed.

SURREY SESSIONS.—To facilitate the criminal business at these sessions, the Court has recently appointed Mr. Joseph Solomon, solicitor, of the Borough-road, Southwark, as prosecuting attorney for criminal cases in the county. This is an excellent arrangement, and from Mr. Solomon's well-known ability in criminal cases, will be of great benefit to the county as well as the public at large.

Ireland.

DUBLIN, THURSDAY.

COURT OF CHANCERY.—ROLLS COURT.

Quin v. *O'Keeffe; Kelly* v. *O'Keeffe.*

Both the petitions in these cases were filed by creditors of Mr. Y. O'Keeffe, lately one of the principal registrars of the Court of Chancery, and were prosecuted for the purpose of attaching the retiring pension to which Mr. O'Keeffe is entitled under certain Acts of Parliament. In the first matter the petitioner only sought to attach the sum of £254, an instalment of such pension which has already fallen due. In the latter a charging order was sought, for the purpose of attaching the principal annuity or pension itself. The case was argued last term by *Walsh*, Q.C., and *Gamble*, for the respective petitioners, and by *Brewster*, Q.C., and *Hughes*, Q.C., for the respondent. Judgment was now given.

The MASTER OF THE ROLLS said, that the cases, although unconnected, could well be disposed of together, as they really involved the same question. The respondent having resigned his office of registrar, the Lord Chancellor made an order in October last, directing, inter alia, that an annuity or annual pension of £1000, being equal to two-thirds of his salary, should be paid to Mr. O'Keeffe, and that the Accountant-General should draw against the "Suitors' Fee-fund Account" in his favour for a quarter's pension, and should in like manner draw on every future quarter-day. The conditional order in Quin's case sought only to charge the quarter's pension actually now due and payable. The question to be decided was, whether the words of the Act 3 & 4 Vict. c. 105, s. 23, enabling "Government stock, funds, and annuities," to be attached, could be construed to include this pension or annuity. From other expressions in that Act it was clear, that such funds, &c., only were contemplated as produced "dividends," consequently those words did not extend to cash; and one section referred to the stock, &c., being "converted into money"—an expression also inapplicable to cash. The word "transfer" was also used, from which a similar conclusion might be deduced. Several decided cases tended to show that cash did not come under the denomination "funds." The practice, he had ascertained, both of the officers in Chancery, and in the Queen's Bench, was not to allow orders to be issued charging cash. The cause shown by Mr. O'Keeffe must, therefore, be allowed. In *Kelly* v. *O'Keeffe* the application was to attach, not the sum now payable, but the future and accruing portions of the annuity, which, it was contended, was within the terms "annuities" contained in the above-mentioned Act. To get over the difficulty arising from the fact that an annuity charged on the Suitors' Fee-Fund was not a "Government annuity," it was contended, on behalf of the petitioner Kelly, that any deficiency in the Suitors' Fee-Fund was, under a later statute, directed to be supplied out of the Consolidated Fund; and that the Suitors' Fee-Fund in fact is, or shortly will be, inadequate to meet the charges on it; and, therefore, that Mr. O'Keeffe's pension was virtually, though not in name, charged on the Consolidated Fund. But this reasoning could not be admitted; and the pension could not be held to be a "Government annuity," merely because the contingent deficiency of the fund on which it is primarily chargeable can be supplied by the Consolidated, or any other fund. The cause shown in either case must therefore be allowed, but without costs. His Honour concluded by a recommendation that some arrangement be made between Mr. O'Keeffe and his creditors, under which a portion of his pension could be regularly allocated in liquidation of their demands.

COURT OF COMMON PLEAS.

VALIDITY OF SOLICITORS' CONSENT.

Hutchinson v. *Hanley.*

In this case counsel for the plaintiff moved for an order to compel the defendant, Captain Hanley, to carry out a consent entered into by him, through his late attorneys, Messrs. Lewis & Howe. It appeared, that the action was brought by the plaintiff, to recover a sum of £200 from Captain Hanley, for money alleged to be due by him on an annuity alleged to have been granted by him to a lady who represented herself as his wife, and with whom he at one time resided. When the action was brought, the defendant's attorneys signed a consent to pay the sum of £100 to the plaintiff in consideration of the giving up of a house, for the rent of which the defendant was liable, and of a release from further annoyance. The consent referred to was regularly executed, but the defendant refused to act on it, removed Messrs. Lewis & Howe, and appointed a new attorney. Counsel for the defendant opposed the present motion, relying on his affidavit that he did not authorise his attorneys to give any such consent, and insisting, on the principle laid down in *Swinfen* v. *Swinfen*, that the Court was bound to disregard the consent.

After considerable discussion, the Court directed the motion to stand over till next term, and ordered the trial in the meantime of an issue, whether the then attorneys of the defendant had sufficient authority to sign the consent. Costs reserved.

Rollestone, Q.C., appeared for the plaintiff. *Armstrong*, Q.C., for the defendant.

BILL IN SATISFACTION OF COSTS.

Allen v. *Murphy.*

Mr. *Clarke*, Q. C., on the part of the plaintiff, applied to show cause against the conditional order for a new trial obtained in

this case, which was tried before Baron *Greene* at the last Limerick assizes. It was an action brought by Mr. George W. Allen, solicitor, of Kanturk, against the defendant, who is a famer, residing in the county Cork, to recover a sum of £70, the amount of a bill of costs incurred in the Chancery suit of *Longfield* v. *Murphy*. The defendant filed several defences, and the question arose on the second defence. The first defence relied on was, that the plaintiff performed the work so negligently that he was not entitled to recover; the second, that he did not furnish the bill of costs, signed, pursuant to the statute, a month before the action was brought; and the third, that the defendant satisfied the demand before the suit was instituted. The jury found a general verdict for the plaintiff; and the question now was, whether the bill of costs was duly signed and served. It appeared that Mr. Allen sent the bill of costs unsigned to Mr. Murphy more than a month prior to the commencement of the action, together with a letter demanding payment; and that subsequently the plaintiff took a bill of exchange or promissory note in payment of it and another small bill of costs for £8, and wrote a receipt or acknowledgment of settlement on the bill of costs in question. The bill of exchange or promissory note was not paid; and when the action was brought the defendant alleged that no signed bill of costs was served on him. In reply to this, the plaintiff contended that the signature to the receipt or acknowledgment of settlement at the bottom of the bill of costs was a signing within the meaning of the Act; and upon this point the question was reserved for the consideration of the full Court.

Serjt. *Deasy* appeared for the plaintiff.

Judgment was given, allowing the cause shown against the conditional order for new trial, with costs.

COURT OF EXCHEQUER.

ACTION FOR COUNSEL'S FEES.

Hobart v. *Butler*.

In this case the action was brought by the plaintiff, a member of the bar, to recover a sum of money claimed as due to him from the defendant for fees for professional services rendered in a suit pending in the Master's office in the Court of Chancery. Two issues were left for the jury, both of which they found for the defendant, negativing the allegation that she had retained the plaintiff as her counsel, or that she knew that money was due to him. The judge at the trial directed the jury to find for the defendant, and by consent reserved leave for the plaintiff to move the full Court to have the verdict entered for him.

Counsel for the plaintiff now moved accordingly, contending that the fees were, under the circumstances, recoverable by him. It appeared that on a settlement of accounts between the defendant and her former solicitor, Mr. Carey, the latter had given her credit for these fees, but had, through his clerk, promised that they should be paid. The defendant afterwards appointed Mr. Hitchcock her solicitor in the place of Mr. Carey, and the plaintiff immediately wrote to Mr. Hitchcock, intimating that the fees were due to him on the retainer of Mr. Carey. Counsel cited cases for the purpose of showing that a barrister or his representatives could recover fees from an attorney, when the latter had received those fees, and argued that under the present circumstances they could be recovered from the client also, as she had in fact received the amount, and had taken credit for it in settling accounts with her solicitor. The fees had been allowed on taxation and paid in her costs—the plaintiff having, as it appeared—in accordance with a bad practice very prevalent in Dublin—receipted the fees for the purpose of taxation without having actually received them. Counsel for the defendant supported the verdict on the ground that the fees were honorary gratuities, and not recoverable at law. The question was one of great importance to the bar, and it would detract much from the dignity and usefulness of the profession, if any privity of contract could be established between counsel and client, and the former were allowed to bring an action, as a tradesman could, for services rendered.

The CHIEF BARON observed, that in all cases in which the Court could possibly uphold the high character and dignity of the profession, it would do so; for there could not be any greater safeguard for the preservation of the liberties of the subject than that the bar should maintain its great name as a highly educated and respectable profession; and in all appeals to the discretion of the Court, they would uphold the character of the profession and discourage and deter any practice from any cause, however well intended, that was calculated to damage its character or diminish its usefulness to the community; but they had merely to determine a legal question, and could not be governed or influenced by any tendencies of their minds to uphold in the abstract the character of the profession. It did appear to him that there were cases in which a physician, who stood in a professional point of view in the same light as a lawyer, could recover fees to pay which a promise had been given. He remembered that there was a case in Cro. Eliz., in which a promise to pay counsel's fees had been enforced, as had also a promise to pay a physician. The question would, however, be considered more fully, and judgment given on a future day.

[See the remarks of V. C. *Kindersley*, in *Re May*, page 103 of our present volume.—ED. *S. J.*]

CURRENT TOPICS.

The vacancy on the bench of the Court of Exchequer is not, as far as we can learn, actually filled up. The reason of the delay is believed to be, that the resignation of Judge Crampton is daily expected, which will place a judgeship in the Queen's Bench at the disposal of the Solicitor-General, who prefers the latter court to the Exchequer. It is certain that the Attorney-General (Whiteside) will waive his claim to either of these judicial posts; and it is almost as certain, that, while the Solicitor-General will succeed to one of them, the other will be placed at the disposal of Mr. Francis Fitzgerald, Q.C., the foremost member of the equity bar, and a man who confers honour on his profession and his country. Mr. Fitzgerald has never taken any active part in politics, and must be distinguished from the Right Hon. John D. Fitzgerald, M.P. for Ennis, who is better known in England.

Mr. John George, Q.C., will, it is fully expected, be appointed Solicitor-General. He was formerly M.P. for Wexford, and has of late years been little seen at the town courts. The Crown prosecutorship, which will be vacated by the promotion of Mr. George, will probably devolve upon Mr. T. Harris, or Mr. Theobald Purcell. The appointment of either of those gentlemen would give general satisfaction.

"PROFESSIONAL NOTICE."—Under this inappropriate heading may be seen in the *Dublin Advertising Gazette*, and, it may be, in other journals, a notice which must be regarded as altogether *un*professional. Perhaps it may be allowable for a legal practitioner to announce the mere fact of his removal to other offices; but when he goes into the particulars of the courts in which he is competent to practise, the announcement must be regarded as nothing less than an advertisement for business. The following is that referred to:—

> Mr. J—— J—— D——, attorney, solicitor, and proctor of the Court of Probate, practitioner in all her Majesty's inferior and superior courts of law, equity, and administration (Ireland), has moved to the chambers No. 24, Parliament-street.

LEGAL AND HISTORICAL SOCIETY.—At the opening meeting of the annual session, held last evening, the president, George Cree, Esq., delivered the usual address. The learned gentleman having congratulated the society upon its present prosperous state, and the zeal manifested by its members in the debates during the past session, briefly touched upon the advantages to be derived from a society such as this. He then referred to the questions of law reform and legal education, dwelling upon the beneficial influence which the National Association for the Promotion of Social Science is likely to exercise upon those subjects. He advocated with much ability the codification of our laws, illustrating the subject by the Code Napoleon and the revised statutes of the State of New York. The President concluded with a high eulogium on the office of the advocate.

Scotland.

EDINBURGH.

FIRST DIVISION.

Robb v. *Wright.—Notice to Flit.*

The Court held, in a question between a landlady and her tenant in reference to ejection from premises in Glasgow, that chalking "V.R. 1858," on the most patent door of the premises, by a burgh officer, sixty days before Whitsunday, was sufficient notice to remove at that term, and that no personal notice to the tenant is necessary.

SECOND DIVISION.

Campbell Trustee v. *Western Bank.*

A firm, consisting of two partners, Campbell and Smith, was sequestrated on the 7th Feb., 1855. They had been rendered notour bankrupt on the 28th Nov., 1854. They were indebted

to the Western Bank about £30,000; and in part security of that debt they granted certain mortgages over a ship, three of them dated on 19th Oct., 1854, and a fourth on the 24th of that month, and all within sixty days of bankruptcy. By the Scotch Act, 1696, c. 5 all voluntary alienations of his property by a bankrupt, in security of a debt previously owing, but in preference of one creditor to another, if made within sixty days of bankruptcy, are reducible for the general benefit of the creditors. It was pleaded for the Western Bank, that, by the Registry Act, 8 & 9 Vict. c. 89, a British statute, such mortgages are perfect, complete, and indefeasible securities, and not to be set aside at the instance of a trustee in a sequestration. The Court held that such mortgages could not be in a better position than disposition to real property, and securities over real property, and the like.

OUTER HOUSE. (Before Lord NEAVES.)

JURISDICTION IN DIVORCE.

Scott v. *Scott.*

The pursuer in this action of divorce, on the ground of adultery. is the wife of a George Scott, who has been resident in England for the last seven or eight years. Both pursuer and defender are Scotch by birth; the marriage was Scotch, and they lived as man and wife for five years in Scotland, when they quarrelled, and she left him; and after a year or so he went to England, where he has for some years past been cohabiting with another woman. She has continued to reside in Cupar Fife, her native town, where also the couple resided so long as they lived together.

The Lord Ordinary has sustained the jurisdiction of the Court, holding that a husband going abroad and committing adultery cannot deprive the wife of redress in the courts of her own country.

COUNTY OF LINLITHGOW.

The Lord-Advocate of Scotland (Mr. Charles Baillie) has received a requisition to allow himself to be nominated for this county in room of Mr. George Dundas, who has been appointed Lieutenant-Governor of Prince Edward's Island. His Lordship has issued an address to the electors, in which he says:—

Should you do me the honour to return me to Parliament, I shall give my best attention to every measure affecting the interests of the empire at large; and as regards Scotland in particular, I shall endeavour to prosecute further those safe and judicious changes in our legal procedure and system of conveyancing in which my distinguished and learned predecessors have already done so much, with credit to themselves and benefit to the country. You will not, I am sure, expect that, in my present position, I should enter into any details on the subject of Parliamentary Reform, which now attracts public attention, and which, I know, is under the consideration of her Majesty's Government. I may say, however, for myself, that, deeply attached as I am to the Constitution under which we have, as a nation, reached so proud a pre-eminence, I readily admit that our representative system may be further improved. I entertain a strong reliance on the good sense and patriotism of my fellow-countrymen, and I hail with satisfaction and promote with cordiality any measure affecting the representation of the people in Parliament which is calculated to strengthen and improve our institutions, and to increase the confidence with which they are regarded.

Communications, Correspondence, and Extracts.

THE BANKRUPTCY AND INSOLVENCY BILL PREPARED BY THE COMMITTEE OF THE NATIONAL ASSOCIATION

The following summary of the provisions of this Bill has been prepared, and communicated to us:—

The "Bankruptcy and Insolvency Bill" has been prepared by a committee appointed by the National Association for the promotion of Social Science, and consisting of delegates from all the principal chambers of commerce and trade protection societies in the kingdom. It was approved by the association at the great meeting held at Liverpool in October last; and it is believed to embody the views of a vast majority of the trading classes throughout the country. It is now about to be submitted by Lord John Russell to the House of Commons, and it is hoped that its provisions, as shortly explained below, will meet with the approbation of that House.

The principal evils of the present bankrupt law are:—

1. The grievous expense of the Court, which levies on the realised assets of those estates which come under its care a tax averaging throughout the kingdom, at the lowest estimate, 30 per cent., and in many cases greatly exceeding that amount.

N.B.—The official report of the Scotch Accountant-General shows that the average expense of conducting a bankruptcy in hat country is 12 per cent.

2. The overgrown officialism of the Court, which, while it eats up the estate with fees, deprives the creditors of nearly all power and responsibility in the bankruptcy, elbows them from a court which is supposed to exist for their benefit, and forces them to have recourse, at whatever disadvantage, to private arrangements with their debtors.

N.B.—In Scotland, the creditors, under the supervision of the Court, have the entire control of the winding-up of the insolvent estate; and so satisfactory is this system found to be, that while in England, during the late crisis, 90 per cent. of the failures were wound up out of the Court, in Scotland private arrangements are rare.

3. The absurd and injurious distinctions between bankruptcy and insolvency, and between trader and non-trader, distinctions which originated partly on feudal grounds, and partly from legislative accident; and which at the present day tend to make our law of debtor and creditor a system of fiction and anomaly.

N.B.—Neither of these distinctions exist in Scotland.

4. The want of any adequate localisation of justice in bankruptcy; the seven district courts in the provinces being often at a distance of 30, 50, 100, or even more, miles from those who need them.

5. The want of adequate facilities for enforcing voluntary settlements.

N.B.—The "private arrangement clauses" of the Bankrupt Law Consolidation Act have proved practically useless. An unreasonable minority of creditors, consequently, have it in their power to defeat the most honest and equitable arrangement, though approved of by the bulk of those interested in the estate; and even if a settlement be agreed to, its provisions can only be enforced by filing a bill in Chancery.

6. The uncertainty and inadequacy of punishment for fraudulent conduct on the part of insolvent debtors.

These evils, which are severely felt throughout the whole country, it is proposed to remedy in the following manner:—

I. To reduce the expense

(*a*) By lessening the fees, by diminishing the number of meetings of creditors, and other technical proceedings in a bankruptcy, and by generally making the procedure less cumbrous and artificial;

(*b*) By transferring to the Consolidated Fund the annuities and pensions to retired officials, and the salaries of the judges and others, now charged on the fees of court.

N.B. It is manifestly unjust to burden the suitors at the present day with pensions granted many years since; and with regard to the judicial salaries, it is submitted that no adequate reason can be shown for continuing to make the Court of Bankruptcy an exception to all other courts of justice in the land.

II. To reduce the officialism of the court;

(*a*) By abolishing the useless offices of messenger and broker, and also of the Accountant-General in Bankruptcy, and by considerably curtailing the duties and emoluments of the official assignee;

(*b.*) By restoring to the creditors their legitimate authority over the winding-up of the estate and the distribution of the assets, which is effected by enabling them at the first meeting after adjudication to elect a trustee (called in the Bill the creditors' assignee), who will have, under the control of the creditors (exercised through three inspectors chosen by themselves), and under the supervision of the Court, sole and undivided power and responsibility in winding-up and distributing the estate.

N.B.—These provisions are borrowed from the Scotch system, which, under the recent Scotch Bankrupt Law Consolidation Act, is working cheaply and effectively, and to the entire satisfaction of the trading community of that part of the kingdom. The plan is practically the same as that naturally adopted by merchants under the name of private arrangement or voluntary settlement, and is thus recommended by the test of experience as much as by a priori reasoning.

It has been objected to this plan, that it would lead to a return of the evils existent before 1831; that creditors are unwilling to manage, or are incapable of managing, the mercantile portion of the bankruptcy; and that it is necessary to protect them from themselves by an elaborate official machinery.

The answer to these objections is—

First. That the evils existent before 1831 arose from the then almost utter want of control over the administration of the estate; whereas the Bill herein described, following the approved Scotch system, provides in the most careful and stringent

manner for a regular audit of the accounts, and for periodical dividends, absolutely preventing the trustee from retaining moneys beyond a certain amount or a certain time in his own hands;

Secondly. That great care has been taken in the Bill not to encroach on the judicial part of bankruptcy proceedings, which are left entirely in the hands of the Court; that the winding-up and distribution of the estate, which may be termed the mercantile part of the bankruptcy, is that kind of business for which commercial men daily show themselves to be fitted; but

Lastly. That in the event of the creditors thinking it unsafe or inexpedient, in any particular case, to elect a private trustee, they are empowered by the Bill to choose the official assignee to fill that position, and to wind up the estate; and that in all cases the election of the trustee must be confirmed by the Court.

III. To abolish the distinction between trader and non-trader; and to enable every man, either by himself or by his creditors, to be made a bankrupt.

Also to abolish the Insolvency Court in London, and generally to do away with the distinction between bankruptcy and insolvency.

N.B.—This portion of the Bill has been objected to; and it has been urged that great inconvenience will be caused if the insolvent cases be taken into the Bankruptcy Court. To this it is replied, that a proper classification of cases under different commissioners (the smaller cases being taken separately), will obviate this inconvenience without burdening the nation with the cost of a separate court, and without causing that diversity of law and procedure which always arises from the separation of tribunals. It may be observed, also, that the abolition of the Insolvency Court would diminish the charges now made on the Consolidated Fund, and would therefore balance the transfer to that fund of the annuities and salaries now charged on the estates brought into bankruptcy.

IV. To give the county courts, in all parts of the country except in London, and those towns in which a district Court of Bankruptcy sits, a concurrent jurisdiction. This is effected by enabling the creditors to decide at the first meeting after adjudication, by a certain majority in number and value, that the further proceedings should be transferred to the county court of their district.

N.B.—It has been objected that county courts are unfitted for the transaction of bankruptcy business; but it must be remembered, that these tribunals have already an insolvency jurisdiction; that the mercantile part of the proceedings will be managed by the creditors, leaving only (speaking generally) the examination of the bankrupt, and the granting of the certificate, in the hands of the judge; and that the experience of the Sheriff Courts in Scotland, in which the great majority of the Scotch sequestrations are wound up, is in favour of this portion of the Bill.

V. To facilitate voluntary settlements, by providing that deeds and memoranda of arrangement signed by a majority in number, and four-fifths in value of the creditors, shall be obligatory on creditors who have not signed; that, to insure publicity, every such deed or memorandum shall be registered in the bankruptcy or county court of the district; and that its provisions shall be enforceable on a summary application to such court.

N.B.—In order to prevent fraudulent arrangements and undue impunity to debtors, it is provided that the judge of the court in which the deed or memorandum is registered, shall have power to call the debtor before him, and to examine him as to his conduct.

VI. To provide, by a proper enumeration of mercantile offences and by affixing to them adequate penalties, for a more efficient repression of fraud and misconduct, and a better administration of justice in bankruptcy.

UPPER CANADA.

TRIBUTE OF RESPECT TO THE LATE MR. BALDWIN.—MEETING OF THE BAR.

At a meeting of the members of the bar, held in the Convocation Room, at Osgoode Hall, for the purpose of paying such tribute to the memory of the Hon. Robert Baldwin, C. B., late Treasurer of the Law Society of Upper Canada, as his high position and marked integrity deservedly entitled him to, the following resolutions were passed:—

Moved by Mr. Attorney-General MACDONALD, seconded by GEORGE RIDOUT, Esq.,—

That the death of the Hon. Robert Baldwin, C.B., late Treasurer of the Law Society of Upper Canada, is to this meeting and to the whole profession a cause of profound regret.

Moved by the Hon. JOHN SANFIELD MACDONALD, Q.C. seconded by the Hon. P. M. VANKOUGHNET, Q.C.,—

That the legal knowledge and abilities of the late Robert Baldwin secured to him the high respect of the bar; while his pure love of justice, and the unaffected honesty of his character, commanded the sincere admiration and esteem of all who knew him.

Moved by Dr. CONNOR, Q.C., seconded by the Hon. GEORGE SHERWOOD, Q.C.:—

That the members of the Bar do attend the funeral of the late Robert Baldwin, on Monday next, in their robes, and wear mourning thereafter for the period of one month.

Moved by SECKER BROUGE, Q.C., seconded by JOHN HECTOR, Esq.:—

That a copy of these resolutions be communicated to the family of the late Robert Baldwin, by George Ridout, Adam Wilson, and John Hector, Esqs.

Moved by WM. A. CAMPBELL, Esq., seconded by JOHN ROAF, Esq.:—

That a copy of these resolutions be transmitted to the benchers of the Law Society, at their meeting in Hilary Term next, with a request that such resolutions may be entered upon the records of the Society.

It was then unanimously agreed to by all the members present, that a portrait of the late Hon. R. Baldwin be procured, and be presented to the Law Society, to be placed in one of their public rooms at Osgoode Hall.

Toronto, Dec. 11, 1858. ADAM WILSON, Chairman.

We extract the following from the last annual report of the Incorporated Society of Attorneys and Solicitors of Ireland:—

"In presenting their annual report, your Council have to recall to the notice of the society several very important changes which have been effected in the law during the last session, and which, in their progress through Parliament, received the attention of the Council wherever it appeared that the interest of the suitors or of the profession, or the due administration of justice, was involved.

"The most prominent of those measures, and one of immense importance with reference to Ireland, was, the statute constituting "The Landed Estates Court" as a permanent tribunal, for facilitating the sale and transfer of land in Ireland, whether incumbered or not, and arming the Court with far more extensive powers than those of its predecessor, which dealt only with incumbered estates. It is difficult to over-estimate the importance of this measure. Under this statute, an owner of land in Ireland may submit his title to the investigation of the Court, and obtain a judicial declaration, conclusive and indefeasible against all the world, of his having a good and sufficient title for the purpose of dealing with the property as he may require; and, when it is sought to sell an estate, the vendor or the vendee may, in like manner, apply to the Court for an indefeasible title to, and a suitable conveyance of it, and the Court can pronounce an order for specific performance of the contract at the instance of either party, amounting, as affecting our profession, to a sort of revolution, by superseding, to a great extent, the system of conveyancing, from which a principal portion of our professional emolument is derived, and which, we trust, will be kept in mind by the judges of that court when preparing a schedule of fees for the remuneration of the practitioners.

"In the month of June last, your Council presented a petition to the House of Commons, praying that provision might be made for a third judge under the Bill then before Parliament for the Sale and Transfer of Land in Ireland, and that Mr. Commissioner Hargreave might be appointed to fill that office; and they are happy to add that the Bill was amended accordingly.

"Your Council have given much and careful consideration to the Rules and Orders of the Landed Estates Court, feeling that they are for the most part framed in a spirit of unnecessary severity towards our profession, taking into account that the judges have in themselves inherent jurisdiction to control the practitioners, and to compel those having the carriage of business to conduct it with all due diligence; and your Council being of opinion that General Orders for completing certain business in limited periods, cannot with justice be made applicable to all cases, your Council have presented a memorial to the judges of the court, pointing out some of the more prominent objections, and requesting their Lordships to receive a deputation from the Council, for the purpose of entering more

fully into the subject, and of pointing out such alterations and amendments in the Rules and Orders as would tend to the expeditious and efficient working of the Court, and remove the objections which the Council entertain to the Rules as now framed.

"Your Council lost no time in taking steps to bring under the consideration of the Chancery Inquiry Commissioners several suggestions which in their opinion would, if adopted, save expense, promote the public interest, and tend to the convenience of the suitors and practitioners of the Court; and they trust that their successors will be enabled, in the next Report of your society, to announce that the representations and suggestions of your Council have led to some very desirable changes and reforms. Amongst other suggestions, your Council recommend that the situation of registrar and assistant-registrar of the Court of Chancery, as well as that of master's examiner, should (as is the case in England) be filled by solicitors of ten years standing.

"With respect to the taxation of Chancery costs, your Council have lately had a communication with the taxing masters, and suggested that a rule might be framed which would tend to obviate much delay in that department, namely, by the taxing masters calling their lists of short and long cases at particular times to be appointed by them, and proceeding with the taxation, whether the adverse party (if duly summoned) attends or not.

"Your Council regret that they are not able to announce the completion of the new Chancery Schedule of Fees, which has been under the consideration of the Court since April, 1857.

"In furtherance of the recommendation contained in the last annual Report, your Council presented a petition to Parliament, 'praying that an humble address be presented to her Majesty, that she will be graciously pleased to issue her royal commission of inquiry, to be sped in Ireland, into the constitution, funds, and objects of the Society of King's Inns, especially in relation to its control over, and duties towards, the attorneys and solicitors of Ireland and their apprentices, and further with a view to regulate the government of both branches of the legal profession in Ireland;' and in the month of June last your Council forwarded a copy of the petition to the Right Honourable the Lord High Chancellor of Ireland, accompanied by a letter, requesting his attention to the subject; and his Lordship, in acknowledging the receipt, was pleased to intimate that the subject was one to which he desired and hoped to give his anxious attention, when more immediate pressing business would permit him so to do.

"Your Council, also, previous to last Michaelmas term, forwarded a copy of the petition to the under-treasurer of the King's Inns, with a request that it should be laid before the benchers on the first day of term; and they have since received a reply, stating that it had been laid before the benchers, and by them referred to the standing committee, for their consideration and report thereon; and your Council would urge on their successors the necessity for a vigorous exertion being made by them in the next session of Parliament; and they are induced to believe that the public feeling will be found to be in favour of the prayer of the petition.

"The petition for a commission of inquiry, presented by your Council, was rendered more necessary by the fact that the King's-inns Society do not publish any report of their proceedings, unless when special returns are moved for in Parliament. It may, therefore, be right for your Council to notice, for the information of such members of this society as have from time to time applied to be furnished with the Rules of the King's-inn Society, that no such Rules have been printed since the year 1794, and the benchers have declined to furnish your Council with a copy of the present Rules, although we are bound by those Rules, as members of the King's-inns Society.

"Your Council have to state, that, in consequence of the decision arrived at by the Court of Common Pleas, as to the operation and effect of the 13 & 14 Vict. c. 29, s. 6, as to the averment of the residence and description of the parties, and which affected the greater portion of the judgment mortgages then registered, your Council lost no time in calling the attention of the Attorney-General and other influential members of Parliament to the subject; and, at the same time, submitted the draft of a clause to be inserted in an Act for the purpose of remedying so serious an evil; and they have the satisfaction of stating that their efforts resulted in the passing of the Judgments (Ireland) Amendment Act of the 21st & 22nd Vict. c. 105.

"Several suggestions have been laid before your Council, pointing out some very desirable changes as requisite to be made in the Registry of Deeds Office, which would tend to expedite the making and diminishing the expense of searches; but, as a commission has lately issued for inquiry into the general management of that office, it will devolve upon the succeeding Council to fully consider the subject, and lay before the commissioners such observations and suggestions as may appear likely to remedy the matter complained of, in regard to the system at present pursued in the office in question.

"In upholding the privileges and interests of the body at large and of the society, it affords your Council gratification to be enabled to state that they successfully opposed an application made by a barrister to the Lord Chancellor, to be admitted a solicitor without having served an apprenticeship, or even been bound as an apprentice, or having been previously disbarred. His Lordship, in giving judgment, observed, that the Court had no jurisdiction to make any order upon the petition until the applicant had been disbarred and bound apprentice, as the Act only gave power to shorten the period of apprenticeship; and his Lordship added that the case was an unusual one, inasmuch as the party seeking to have the application granted, stated that he did so in order to wind up the affairs of a deceased gentleman, though he was not a member of the family.

"Before closing their report, your Council deem it right to mention, that, on behalf of themselves and the society at large, they presented an address of respectful congratulation to the Right Hon. Joseph Napier, on his elevation to the office of Lord High Chancellor of Ireland, as his Lordship had frequently been counsel for the society, and while in Parliament had on many occasions exerted himself in forwarding measures of importance to the profession; and from the deep interest which his Lordship has at all times taken in the subject of legal education, your Council feel assured that the exertions now making by your society to have the advantages of such an education extended to our branch of the legal profession, will meet with every attention and consideration from his Lordship, and such as his exalted position may now enable him to promote successfully. To that address your Council received a very gratifying reply, in which his Lordship was pleased to express his strong conviction that for the true efficiency and influence of the honourable profession of attorney and solicitor, a sound and liberal education is essentially required."

Societies and Institutions.

LAW AMENDMENT SOCIETY.

A meeting of this society was held on Monday last, E. H. J. CRAUFURD, Esq., M.P., in the chair.

The following new members were balloted for and elected:—Gilbert Bolden, Esq., J. L. Peter, Esq.

The under-mentioned gentlemen were appointed a committee to inquire into the law affecting Chancery, Criminal, and Pauper Lunatics, with power to add to their number:—Gilbert Bolden, Esq., A. Edgar, Esq., J. Gilmour, Esq., J. S. Glennie, Esq., G. W. Hastings, Esq., T. E. Headlam, Esq., Q.C., M.P., James Heywood, Esq., Arthur Kinnaird, Esq., M.P., R. M. Milnes, Esq., M.P., J. Perceval, Esq., Admiral Saumarez, Danby Seymour, Esq., M.P., Dr. Spinks, Edward Webster, Esq.

Mr. HAWES stated that Mr. Hastings had been compelled, from the pressure of other duties, to resign his office of secretary to the society, and that the Council had appointed Mr. Edgar to the office during the current year. The Council had passed the following resolution on the retirement of Mr. Hastings:—"That the Council, in receiving the resignation of Mr. Hastings, desire to express their regret that other duties have rendered it necessary for him to resign the secretaryship, and to record their high estimation of the great energy, zeal, and ability with which, during a period of three years, he has discharged the duties of secretary to the society." He moved that a similar resolution be passed by the society.

Mr. ELLIOT seconded the motion, which was carried unanimously.

Mr. HASTINGS returned thanks, expressing his satisfaction at the success which had attended his efforts in behalf of the society, and stating the important assistance he had received from the Council, and from members.

Mr. EDGAR read a paper on the defects in the law of artistic copyright.

Mr. P. FRANCIS moved, and Mr. HAWES seconded, that the paper be printed and circulated among the members, and taken into consideration by the society at a future meeting.

The motion was carried unanimously.

Mr. WINGFIELD moved—"That the present rule of the different inns of court requiring the names of attorneys to be struck off the rolls for three years before being called to

the bar, is inexpedient and unjust." The practice was entirely modern. It involved great hardship on members of the other branch of the profession who desired to be called to the bar. Its object was to make the bar as exclusive as possible, but it operated unfavourably towards the profession. Some of the greatest ornaments of the bar had originally been attorneys, and it was on all accounts desirable that the admission from what is called the lower branch of the profession to the higher should be as easy as possible. The existing restriction was not suited to the present feelings and views of mankind. Nothing could be clearer than that all restrictions on occupations other than what are required in respect of technical knowledge, education, and character, were opposed to sound principle.

Mr. HEYWOOD seconded the motion.

Mr. G. B. ALLEN opposed the resolution. The object of the rule was to prevent unfair means being had recourse to for the purpose of forming a connection. If an attorney were allowed to practise up to the date of his being called to the bar, he would possess an undue advantage over others. This would be against the interests of the public.

Mr. ELLIOT supported the resolution. The public were interested in having the largest amount of probity and talent connected with the practice of the law. The abolition of the rule would tend to that result. The experience of an attorney's office formed one of the best qualifications for the bar, and the suspension of practice could not be otherwise than detrimental. To abolish the restriction would only be carrying into effect the principle of free competition now applied to most pursuits.

Mr. HASTINGS contended that, if Mr. Allen's argument were good for anything, it went to establish that all the relatives and friends of attorneys should be disqualified from being called to the bar. He believed that, as a general rule, attorneys employed the best men. Mr. Elliot had shown how much it concerned the public that the restriction should be removed. He (Mr. Hastings) thought its abolition would operate advantageously towards the bar. The admission to the bar is more open in one sense than it ought to be, there being no examination enforced, and the mode of admission affording no test of character, ability, or knowledge. An attorney had undergone an examination, and if he had practised his profession, had acquired valuable habits, and occupied an important position in society; there could be no reason, therefore, why any obstacle should be thrown in the way of such men being called to the bar. He instanced the case of Lord Truro, as exemplifying the advantage to the profession of attorneys of ability coming to the bar.

Mr. FRANCIS was in favour of the resolution so far as it went; but he, nevertheless, considered it as imperfect and one-sided. There ought to be reciprocity between the two branches of the profession, and facilities should be allowed for barristers being admitted as attorneys.

Mr. EDGAR, with reference to what Mr. Francis had said, did not consider that there could be any reciprocity in this matter. An attorney, though in practice, might still keep his terms and attend the lectures in the inns of court; but it would be scarcely possible for a barrister in practice to serve his articles with a view to admission as an attorney. The period of service of articles might, however, be reduced in the case of barristers, as it is with those who have a university degree, although there might be objections to this, as long as the qualifications for the degree of barrister were merely nominal.

The CHAIRMAN considered that there was a difficulty in rescinding the rule under the present mode of practising the profession of the law. He doubted whether the form in which Mr. Wingfield had introduced the question was the best fitted to obtain an expression of the society's opinion. There was some difficulty in introducing the reciprocity contended for by Mr. Francis. The proper course would be, to reorganise the whole relations between the two branches of the profession.

The resolution was then put and carried; and the society adjourned till Monday, the 24th January, at eight o'clock.

JURIDICAL SOCIETY.

On Tuesday evening the members of the Juridical Society met for the first time in the present year at their rooms, St. Martin's-place, Trafalgar-square—Sir Richard Bethell in the chair. The paper of the evening was an able examination of the use and authority of precedents, prepared for the information of the society by Mr. Westlake, of Lincoln's-inn.

Mr. WESTLAKE commenced his paper by alluding to the debate which took place in the Parliament of Metz, in 1763, in reference to the question he was about to bring under the consideration of Parliament, and proceeded to say, that if it were then an inquiry of interest, much more so was it now, when the legal profession laboured under a plethora of Reports, and a law library that reminded one of the huge and incomprehensible structures of Southern Europe, which, from their immensity, were reported to be the work of the Cyclops. Indeed, it would seem that the object of the common law was to make all access to strangers impossible, on the supposition that every stranger is of necessity an enemy. The question, however, was really one of limits and degree; and, reverting to the discussion at Metz, the first reason there assigned for holding legal precedents as authorities in matters of litigation, was that the magistrates would lose in reputation if their judgments were to be constantly set aside. That, however, was an argument which would not prevail much in this country, as we were not disposed to put dignity over the head of utility and justice, for we knew that confidence was not to be inspired by adding to error. Besides which, numerous as were the reported cases, there seldom came before the courts a case perfectly parallel with any one of them, so that a judge in deciding a case upon the authority of any precedent was in a measure forced to violate its principle. There might be in the legal mind a certainty of the correctness of each such decision, but the idea of a popular certainty of such correctness was one which must altogether be thrown overboard. It had been said that the philosophy of one age was the popular knowledge of the next, and so they might expect that in progress of time their speculations with respect to the codification of decided cases would be realised.

Sir R. BETHELL congratulated the society upon the paper which they had just heard read to them, and hoped the day was coming when members of the bar, instead of overloading their arguments with the recital of decided cases, would argue from legal principles.

An animated discussion followed Sir Richard's remarks, in which Baron BRAMWELL, Mr. W. M. BEST, Mr. WILCOCK, and Mr. C. CLARKE took part; but it was postponed until the reading of Mr. Phillimore's promised paper upon the codification of the Laws of England.

The thanks of the society were, however, on the motion of Baron BRAMWELL, voted to Mr. Westlake, and the proceedings terminated in the usual manner.

Law Students' Journal.

In answer to the inquiry of a LAW STUDENT in our last number, we think that such mere mechanical work as engrossing deeds, and posting bills of costs, cannot fairly be required of an articled clerk. The *preparation* of bills of costs, which is anything but mechanical, but requiring on the contrary considerable experience and knowledge, is not only a legitimate part of his duty, but should, for the sake of his own future prospects, be the subject of his assiduous attention. We shall alway be glad to answer such inquiries as these, and to be of any assistance in our power to law students.—ED. *S. J.*

PUBLIC EXAMINATION OF THE STUDENTS OF THE INNS OF COURT, HELD AT LINCOLN'S-INN HALL, ON THE 7TH, 8TH, AND 10TH OF JANUARY, 1859.

Hilary Term, 1859.

The Council of Legal Education have awarded to

Montague Hughes Cookson, Esq., Student of Lincoln's-inn,	A Studentship of Fifty Guineas per Annum, to continue for a period of Three Years.
James Anstie, Esq., Student of Lincoln's-inn,	Certificates of Honour of the First Class.
William Ambrose, Esq., Student of Lincoln's-inn,	
Gateward Coleridge Davis, Esq., Student of the Inner Temple,	Certificates that they have satisfactorily passed a Public Examination.
J. W. Hume Williams, Esq., Student of the Middle Temple,	
Frederick Clifford, Esq., Student of the Middle Temple,	
Joseph Fenwick, Esq., Student of the Inner Temple,	
Eyre Lloyd, Esq., Student of the Inner Temple,	

By order of the Council,

(Signed) RICHARD BETHELL, *Chairman.*

Council Chamber, Lincoln's-inn, Jan. 19, 1859.

QUESTIONS FOR THE EXAMINATION.

HILARY TERM, 1859.

I. PRELIMINARY.

1. Where and with whom did you serve your clerkship?
2. State the particular branch or branches of the law to which you have principally applied yourself during your clerkship?
3. Mention some of the principal law books which you have read and studied.
4. Have you attended any, and what, law lectures?

II. COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

5. What is the difference between liquidated and unliquidated damages? Give instances of actions in which each species of damages is recoverable.
6. The holder of a bill of exchange has a right to sue the drawer, acceptor, and indorser of it—can he do so by means of one writ, or is he bound to issue three separate writs?
7. A. enters into a money bond to B.; B. assigns the bond to C., and A. refuses to pay—in whose name must C. sue? and state the reason for your answer
8. Within what time must an action be brought on a simple contract debt? and what on a contract under seal?
9. When a writ is issued against a party who cannot be served, what steps should be taken to prevent the Statute of Limitations barring the right of action?
10. When a party is beyond seas at the time when a cause of action accrues to him, is he entitled to any, and what, further time for commencing his action beyond the period prescribed by the Statute of Limitations?
11. What formalities must be observed to render a contract for sale of goods valid under the Statute of Frauds?
12. In actions of libel or slander, what is the meaning of the communication being privileged? Give some instances of privileged communications.
13. In what cases can the personal representatives of a deceased person sue for a tortious injury done to the deceased? and what species of loss is recoverable in such an action?
14. Are the wives of the parties to civil actions competent witnesses for or against such parties? What exception is there to this rule? and does it apply to criminal cases?
15. If on a trial at Nisi Prius the defendant obtains a verdict upon an issue going to the whole cause of action, and the plaintiff recovers a verdict on the other issues, which party is entitled to the general costs of the cause? and to what costs is the other party entitled?
16. How soon after trial may the successful party enter up judgment? and how can the other party get that time enlarged?
17. A., having recovered judgment against B., finds that C. is indebted to B., can A. by any, and what, process, obtain payment of that debt to himself?
18. By whom must a warrant of attorney be attested? and what must the attestation state?
19. If A. sues for damage, arising from the negligent conduct of B., how far may his right to recover be affected by his own want of care?

III. CONVEYANCING.

20. What are the proper modes of mortgaging freehold, copyhold, and leasehold estates? State them severally.
21. Give the outline of an ordinary farming lease.
22. The like of a lease of a house for trade purposes, or strictly as a private dwelling.
23. In what position would a *lessee*, holding over after the expiration of his lease, stand with reference to his landlord?
24. What length of title should be shown to an advowson? and state the reason for your answer.
25. State what searches should usually be made on a purchase of freehold property, and what on a purchase of leasehold property.
26. State the respective rights of the tenant for life, and the remainderman, with reference to the custody of the title deeds of the settled estates.
27. If a settlement by deed or will does not contain the usual powers of sale, and of appointing new trustees, how are these defects to be respectively remedied?
28. How is a contract for sale affected by the bankruptcy of the vendor or purchaser? state the law in either case.
29. A testator enters into a binding contract for sale of an estate devised by his will—does this revoke the devise? Who is entitled to the purchase-money? What authority supports the law on this subject?
30. When is real estate considered as personal and personal as real?
31. As between the executor and devisee of a testator, who is liable for a mortgage on the land devised made subsequently to the will? How has the law lately been altered?
32. A. dies without issue, leaving a father and brother of the half blood, and a sister of the whole blood; upon whom would the estate have descended previously to the operation of the Inheritance Act, 3 & 4 Will. 4, c. 106, and upon whom would it descend subsequently thereto?
33. Suppose, an estate being settled upon A. for life, with remainder to such son of his as he should appoint, A. should appoint to his son B., who had just attained twenty-one, and A. and B. should thereupon mortgage the estate to a third person for money advanced to A., would such a transaction be valid? State the reasons for your answer.
34. What are the rights of a husband over his wife's real estate and over her chattels real, choses in action and other personal estate, as well in possession as in *reversion*, more particularly as to choses in action and reversionary property, and as to the latter, before and since the passing of Mr. Malin's Act, 20 & 21 Vict. c. 57.

IV. EQUITY AND PRACTICE OF THE COURTS.

35. What are the three principal cases in which the Court of Chancery grants relief, as stated by Lord Coke?
36. What other classes of cases come within the range of equity jurisdiction?
37. What are the principal innovations in Chancery practice made by the Act 15 & 16 Vict. c. 86?
38. What is the meaning of an injunction in Chancery, and how, and against what acts, is it ordinarily made, and when can it be applied for ex parte?
39. Will a court of equity sustain a bequest of money to executors to build almshouses, or an hospital, in case any person should, within a limited time, purchase or give land as a site? What law was supposed to stand in the way of such a bequest, and what is now the established doctrine as to this?
40. What is the origin of the Lord Chancellor's jurisdiction in lunacy, and how derived? and to what other judges has it recently been extended?
41. What protection does the Court extend to married women on the subject of property?
42. What care does it take of infants made wards of court?
43. How far is the maxim of "caveat emptor" carried by the courts for specific performance; does it warrant misrepresentation or artifice in a vendor to procure a contract? State the principle upon which the Courts proceed.
44. If a person purchase land or securities in the name of another, being a stranger, what is the trust that is implied, and how can it be enforced?
45. Can persons placed in confidential positions become purchasers of property, the sale of which has been intrusted to them, or on which they have been consulted professionally? Instance persons who come within the scope of the rule.
46. Can a solicitor purchase or contract beneficially to himself with his client? under any, and what, circumstances?
47. A mortgagee, after foreclosure, sold the mortgaged estate, but it did not produce enough to pay the principal, interest, and costs due, and he sued at law for the residue upon the mortgage bond: will a Court of equity interfere to stop him? What would have been the case if the mortgagee had not sold the estate after foreclosure, but had sued for an alleged deficiency on the bond? Would the foreclosure be opened, or not, in equity?
48. Give the outline of proceedings in Chancery—by bill, claim, or summons, and say what relief or benefit is to be obtained by a special case?
49. How is a decree for payment of money to be enforced, and how are the costs of a suit to be obtained? State the steps seriatim.

V. BANKRUPTCY AND PRACTICE OF THE COURTS.

50. Will an equitable debt support an adjudication of bankruptcy, and must the debt be actually payable at the time of the act of bankruptcy?
51. Describe the several occupations (if any) which are declared by statute not to constitute the persons following them traders liable to become bankrupt.
52. State the material provisions of the Bankrupt Law Consolidation Act, 1849, relative to the act of bankruptcy, by filing a petition for arrangement under the control of the Court.
53. Are there any, and what, provisions for protecting assignments by traders for the benefit of their creditors from

being voidable, as acts of bankruptcy, after any period less than that limited with regard to acts of bankruptcy in general?

54. Is there any, and what, limit to the time within which a trader, having filed a declaration of insolvency, may be adjudged bankrupt thereon?

55. How are assignees in bankruptcy appointed?

56. How is the property of a bankrupt vested in his assignees?

57. If a bankrupt be entitled to a lease, or agreement for a lease, will he be discharged from liability for breaches of the covenants of the lease after the bankruptcy in any, and what, cases?

58. If one member only of a firm be bankrupt, can the assignees recover the debts owing to the firm, and how?

59. Is there any, and what, limit in case of bankruptcy of a tenant, to the landlord's ordinary power to distrain?

60. At what time does the title of the assignees accrue?

61. Is there any, and what, protection against the operation of the acts of bankruptcy to vest the property in the assignees by relation?

62. Has the Court of Bankruptcy any, and what, jurisdiction over voluntary settlements or assignments made by insolvent traders afterwards becoming bankrupt?

63. Can an annuity creditor prove for any thing more than arrears of his annuity?

64. State the effect of a bankrupt's certificate.

VI. CRIMINAL LAW AND PROCEEDINGS BEFORE MAGISTRATES.

65. What alterations have recently been made in the mode of swearing the witnesses who are to give evidence before the grand jury?

66. Are there any other modes of proceeding against a criminal except by indictment?

67. If a man be indicted for assaulting another, with intent to maim and disfigure, or to do some grievous bodily harm, and the prosecution fail to satisfy the jury of the intent, must a verdict of not guilty be returned?

68. Define larceny.

69. If a bailee illegally appropriate goods entrusted to his care, can he be indicted? If so, under what statute?

70. State the law with regard to bankers appropriating to their own use the moneys or securities deposited with them, without the knowledge and consent of their customers, previous to the passing of the Fraudulent Trustees Act; and in what respect is the law altered or affected in that particular by that Act?

71. Define embezzlement. In what does it differ essentially from larceny?

72. A., residing at Manchester, employs B., at Huddersfield, to sell his goods for him on a commission for orders received by B. and to receive moneys for A. B. appropriates the money so received, and sends a false statement of account; is B. guilty of embezzlement? State your reasons for your answer.

73. Define burglary. A., occupying a house in Great Coram-street, has a cellar, the entrance to which, in a different street, is closed by a flap shutting by its weight; there is an internal communication between the house and the cellar. The cellar is entered by night by thieves who lifted up the flap: would that be sufficient to support an indictment for burglary?

74. In an indictment for burglary is it necessary to state the parish, and must it be proved as laid?

75. What modes of obtaining a settlement still remain?

76. Under what circumstances is a pauper, who is living in a parish on which he is not settled, but is in actual receipt of relief, not removable?

77. What course ought to be adopted if a lunatic be found wandering about a parish, and on whom is the maintenance of such a lunatic thrown?

78. If a pauper lunatic be maintained by a county or borough having a separate Court of Quarter Sessions, what steps can be taken to relieve them of such a charge?

79. If the surviving trustee of a settlement sells out the trust fund and applies the proceeds for his own benefit, can he be criminally prosecuted, and under what statute?

Court Papers.

Court of Chancery.

EASTER VACATION.—ORDER OF COURT.—*Jan.* 19, 1859.

WHEREAS by the 1st Article of the General Orders of the High Court of Chancery, of the 8th May, 1845, it is provided that the Easter Vacation is to commence and terminate on such days as the Lord Chancellor shall every year specially direct: Now his Lordship doth hereby order that the Easter Vacation for the present year shall commence on Thursday, the 31st day of March next, and terminate on Saturday, the 9th day of April next, both days inclusive. And that this Order be entered and set up in the several Offices of this Court. (Signed) CHELMSFORD, C.

Queen's Bench.

This Court will, on Tuesday, Feb. 1, and three following days, hold Sittings, and will at such Sittings proceed in disposing of the business then pending in the New Trial and Special Papers.

The Court will also hold a sitting on Friday, Feb. 25, at eleven o'clock, A.M., for the purpose of giving judgments only.

NEW CASES.—HILARY TERM, 1859.

SPECIAL PAPER.

Dem.	Lofft and Others *v.* Dennis.
Sp. Case.	Weymouth *v.* Swann.
Co. Ct. Ap.	Harrison *v.* Williams.
Sp. Case.	Carr *v.* Martinson.
"	Jackson and Another *v.* Forster.
"	The London & North Western Railway Company *v.* Glyn (Treasurer).
"	The Company of Proprietors of the Stourbridge Navigation *v.* The Hon. W. B. Ward.
Dem.	Leonard *v.* Sheard and Another.
"	Richards *v.* Young and Another.
"	Casenove and Another, Assignees, &c., *v.* Lister, P.O., &c.
Sp. Case.	Griffiths *v.* Perry.
"	Lozano *v.* Janson.
Dem.	Williams *v.* Hayward.
Sp. Case.	Vernon and Others *v.* Fisher.

CROWN PAPER.

Notts.	The Queen *v.* The Inhabitants of Bottlesfield, Leicestershire.

Saturday, January 22.

Westmoreland.	The Queen *v.* The Inhabitants of Kendal.
W. R. Yorks.	The Queen *v.* The Inhabitants of Thurlstone.
Lancashire.	Ann Hartley, Appellant; Churchwardens and Overseers of Colne, Respondents.
Herts.	William Purdy, Appellant; John Smith, Respondent.
Northumberland.	The Queen on the prosecution of Churchwardens, &c., of Chirton, Respondents; The Tyne Improvement Commissioners, Appellants.

Wednesday, January 26.

Metro. Police Dis.	D. Labalmondiere *v.* George Frost.
Merthyr Tydfil.	Wm. Simons, Appellant; Watkyn Watkins, Respondent.
Kent.	The Queen on the prosecution of the Clerk of the Peace for Kent, Respondent; The Overseers of the Poor of Bishopwearmouth, Appellants.
Warwickshire.	James Moore, Appellant; James Millard, Respondent.
Staffordshire.	The Queen on the prosecution of H. Ringland *v.* The Burslem Board of Health.

NEW TRIAL PAPER.

Middlesex.	Greene *v.* Hayes, Bt.
"	Norton *v.* Nichols and Others.
"	Harwood and Another *v.* Great Northern Railway Co.
London	Hitchcock *v.* Innes and Another.
"	Hutton, Executor, *v.* Waterloo Life Assurance Company.
"	Scully *v.* Ingram, M.P.
"	Minter *v.* Knight.
"	Smethurst *v.* Mitchell.
"	Vaughan *v.* Imray.
Liverpool.	Smith and Others *v.* Roshon.

Common Pleas.

NEW CASES.—HILARY TERM, 1859.

DEMURRER PAPER.

Dem.	Attwood *v.* Gregory.

NEW TRIALS.

Middlesex.	Brett *v.* Phillips.
"	The Wolverhampton New Water Works Company *v.* Holyoake.
"	Lecaan *v.* Kirkman.
"	Levy *v.* Lewis.
London.	Cooper *v.* Law.
"	Sweeting *v.* Pearce.
"	Maltass *v.* Siddle.
"	Staff *v.* Jullien.
Middlesex.	Earl Shrewsbury *v.* Scott and Another.

SUSPENDED.

Liverpool.	Radcliffe *v.* Marrian.
London.	Smith *v.* Manners and Another.
"	Poole *v.* Jacobs.

Exchequer of Pleas.

NEW CASES.—HILARY TERM, 1859.

SPECIAL PAPER.

Dem.	Allaway and Another *v.* Wagstaff.
"	Parey *v.* Markham.
Sp. Case.	Fletcher and Another *v.* Great Western Railway Compy.
Appeal.	Thompson, Appellant; Harvey, Respondent.
Dem.	Marsden *v.* Moore and Another.
Sp. Case.	Reynolds and Others *v.* Hall.

NEW TRIAL PAPER.

Middlesex.	Brinton *v.* Dullens.
"	The Times Fire Assurance Company *v.* Hawke.
London.	Gardner *v.* Krupp.
"	Cornish *v.* Abington.
"	Collins *v.* Brook.
Middlesex.	Roberts *v.* Smith (moved after 4th day of Term).

Court for Divorce and Matrimonial Causes.

The full Court will commence sitting on Tuesday, the 1st day of February, 1859.

Spring Circuits.—1859.

WILLIAMS, J., will remain in Town.

Midland.
Lord CAMPBELL and ERLE, J.

Norfolk.
Sir A. COCKBURN and Sir F. POLLOCK.

Home.
WIGHTMAN, J., and MARTIN, B.

Oxford.
CROMPTON, J., and CHANNELL, B.

Western.
CROWDER, J., and WATSON, B.

Northern.
WILLES, J., and BYLES, J.

North Wales. BRAMWELL, B. — *South Wales.* HILL, J.

Births, Marriages, and Deaths

BIRTHS.

ARCHER—On Jan. 20, at Penge, Surrey, the wife of Joseph Archer, Esq., of a son.

BOYER—On Jan. 15, at 3 Park-terrace, Highbury, Mrs. Richard Boyer, of a daughter.

EDWARDS—On Jan. 18, at Finsbury, the wife of John Edwards, Esq., Solicitor, of 15 Coleman-street, of a son.

MACNAMARA—On Jan. 16, at 2 Mariborough-hill-gardens, St. John's-wood, the wife of H. T. J. Macnamara, Esq., Barrister-at-Law, of a daughter.

SARGEAUNT—On Jan. 18, at 56 Cumberland-street, Hyde-park, the wife of J. B. Sargeaunt, of the Inner Temple, Barrister-at-Law, of a son.

SMITH—On Jan. 18, at 14 Ashley-place, Westminster, the wife of Archibald Smith, Esq., of Lincoln's-inn, Barrister-at-Law, of a son.

TUKE—On Jan. 12, at 6 Somers-place, Hyde-park, the wife of Henry G. Tuke, Esq., of a daughter.

MARRIAGES.

HEATHFIELD—MARTIN—On Jan. 13, at Henfield, Sussex, by the Rev. J. O'Brien, vicar, William Heathfield, Esq., of Lincoln's-inn-fields, to Agnes, daughter of the late Mr. Henry Martin, of North-street, Brighton.

JACKSON—MELD—On Jan. 13, at the parish church, Rochdale, by the Rev. R. K. Cook, M.A., St. John's, Smallbridge, Robert Jackson, Esq., Solicitor, Rochdale, to Maria, youngest daughter of Jonathan Meld, Esq., of Wellington-terrace, Rochdale.

MORLEY—DICKENSEN—On Jan. 18, at Christ church, Paddington, by the Rev. Dr. Cureton, canon of Westminster and rector of St. Margaret's, Westminster, William Hook Morley, Esq., of the Middle Temple, Barrister-at-Law, eldest surviving son of the late George Morley, Esq., of the Inner Temple, Barrister-at-Law, to Charlotte Blair, youngest daughter of Henry Dickensen, Esq., late of the Madras Civil Service.

STURT—MASON—On Jan. 13, at Battersea Old church, by the Rev. S. Chart Mason, M.A., rector of St. Clement's Danes, and cousin of the bride, William, son of Henry Sturt, Esq., of Clapham-common, to Jean, only daughter of Charles Mason, Esq., of Canterbury.

DEATHS.

BRAY—On Jan. 9, at Castle Bromwich, Warwickshire, Solomon Bray, Esq., late Town Clerk of Birmingham, in the 65th year of his age.

DENCH—At Foulsham, Norfolk, in the 53rd year of her age, Charlotte, widow of Robert Dench, Esq., Solicitor, and daughter of the late Francis Thomas Quarles, Esq., of Foulsham, Attorney-at-Law, and Coroner for the Liberties of the Duchy of Lancaster, in the county of Norfolk.

THORNTON—On Jan. 12, Henry A. Thornton, Esq., of 45 Lincoln's-inn-fields, and of 8 New-square, Lincoln's-inn, only son of the late Colonel Henry Thornton, C.B., aged 32.

WORTLEY—On Jan. 16, at 25 South-street, Grosvenor-square, Alan, the infant son of the Hon. Francis and Mrs. Stuart Wortley, aged three months.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BARCLAY, JAMES, Gent., Parringdon-street, One Dividend on £3000 3½ per Cents.—Claimed by WILLIAM MICHAEL BERKLEY, one of his executors.

BARLEE, GEORGE, Esq., Waterloo-place, Weymouth, Two Dividends on £781 : 10 : 3 3½ per Cents.—Claimed by GEORGE BARLEE.

BILL, CHARLES HORSFALL, Esq., Seaton Carew, near Stockton-on-Tees, Durham, £9636 : 6 : 1 New 3 per Cents.—Claimed by CHARLES HORSFALL BILL.

CAYES, ELIZABETH, Widow, Westgate-court, Canterbury, One Dividend on £110 per annum Long Annuities.—Claimed by WILLIAM CHIPPINDALE, CHARLES CHIPPINDALE, and JACOB BELL.

DUNN, ISABELLA HARRIET, Spinster, Portman-street, Portman-square, £22 : 19 : 2 Consols.—Claimed by ISABELLA HARRIET DUNN.

FORDYCE, ALEXANDER DINGWALL, Esq., Brucklay, Aberdeen, N.B., One Dividend on £7966 : 16 : 1 Consols.—Claimed by ALEXANDER DINGWALL FORDYCE.

GRASSETT, WILLIAM, Esq., Chesham-street, Belgrave-square, Three Dividends on £5408 : 3 : 3 3¼ per Cent.—Claimed by ELLIOT GRASSETT, his sole executor.

GRUNDY, EDMUND, & THOMAS GRUNDY, Gents., both of Bury, Lancashire, Two Dividends on £1499 : 0 : 3 Consols.—Claimed by THOMAS GRUNDY, the survivor.

HAWES, SARAH, Spinster, Jermyn-street, Two Dividends on £174 : 12 : 0 per annum Long Annuities.—Claimed by JAMES DICKMAN, her surviving executor.

JACKSON, Rev. DAVID, Chacewater, near Truro, Cornwall, Certain Dividends on £377 : 9 : 3, £3474 : 0 : 9, and £3274 : 0 : 9 Consols.—Claimed by JAMES RUSSELL, the acting executor.

KELLY, MARY, Widow, of Kelly, Devon, One Dividend on £54 : 10 : 0 per annum, Long Annuities.—Claimed by ARTHUR KELLY, her sole executor.

KERRTEMAN, JOHN BREWSE, Lieutenant Ceylon Rifles, Colombo, Ceylon, Two Dividends on £1452 : 8 : 6 Consols.—Claimed by JOHN BREWSE KERRTEMAN.

LOCKE, FRANCIS ALEXANDER SYDENHAM, Esq., Rowdeford-house, GEORGE BROWN, Yeoman, Avebury, SIMON HITCHCOCK, Yeoman, Allcannings, and HENRY BUTCHER, jun., Gent., Devizes, Two Dividends on £732 : 12 : 0 3½ per Cents.—Claimed by FRANCIS ALEXANDER SYDENHAM LOCKE, GEORGE BROWN, SIMON HITCHCOCK, and HENRY BUTCHER, jun.

MEREDITH, CHARLES, Esq., Leamington, Warwickshire, One Dividend on £3600 3½ per Cents.—Claimed by FRANCES MEREDITH, Spinster, the administratrix with the will annexed.

POULTER, JOHN SAYER, Esq., of the Temple, Rev. JOHN HAYGARTH, Upham, Southampton, Sir JOHN OGILVY, Bart., Innerquharty, County Forfar, and JAMES MORLEY, Esq., Lincoln's-inn, One Dividend on £2784 : 12 : 3 3½ per Cents.—Claimed by Sir JOHN OGILVY.

SKEFFINGTON, Hon. CHICHESTER THOMAS, Collow, County Louth, Ireland, Three Dividends on certain sums of 3 per Cent. Consols.—Claimed by CHICHESTER THOMAS SKEFFINGTON.

STEVENSON, CHARLOTTE JUDITH TROY, Spinster, Turnham-green, Middlesex, One Dividend on £8600 Reduced.—Claimed by CHARLOTTE JUDITH TROY STEVENSON (now the wife of Hon. John Jervis Carnegie).

TAYLOR, ADELAIDE DAVIDONA MARIA, Spinster, since Wife of Rev. Thomas Alder Pope, Stoke Newington, £50 Consols.—Claimed by Rev. THOMAS ALDER POPE, the husband and administrator.

WADE, FRANCES, Widow, and GEORGE WADE, both of Anfield, Hants, £31 : 11 : 11 New Three per Cents.—Claimed by GEORGE WADE, the survivor.

WALLINGER, ARNOLD, Esq., of the Middle Temple, SETH CHARLES WARD, Clerk of Records and Writs, High Court of Chancery, and LAURENCE DESBOROUGH, Gent., Size-lane, £128 : 10 : 0 Consols.—Claimed by ARNOLD WALLINGER, SETH CHARLES WARD, and LAURENCE DESBOROUGH.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

D'ESTERRE, ELEANORA, Spinster, Cowes, Isle of Wight. Next of kin to apply to W. J. Beckingsall, Solicitor, Newport, Isle of Wight.

GILBANKE, ELLEN, whose maiden name was TAYLOR, who resided in or near Manchester. Son, Daughter, and Granddaughter, to communicate with Mr. E. Poole, Solicitor, Southam, Warwickshire.

PHILLIPS, RICHARD, Farmer, Merriscourt, Lyneham, Oxon (who died on April 28, 1858). Frogley *v.* Phillips, M. R. *Last Day for Proof*, Mar. 1, for his nephews and nieces, and the nephews and nieces of his wife, or their legal personal representatives.

SETTLE, JOHN, Timber Merchant, late of Skipton, York (who died without issue on the 9th day of July, 1857). Next of kin to send particulars of their respective claims to T. Brown, Solicitor, Skipton.

Railway Stock.

RAILWAYS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc.	..	..	..	..	..	..
Bristol and Exeter	..	..	..	..	95½	95⅝
Caledonian	87⅛ 7	87⅛ 6½	86⅛ ⅛ 7	87⅛ 6½	85⅝ ⅛	87⅛ 5
Chester and Holyhead	48½ ⅜	49 8⅜	..	..	..	48⅜ ½
East Anglian	..	..	..	..	..	16¼
Eastern Counties	62½	63½ 2⅜	63½ 3	63	63½	63 3½
Eastern Union A. Stock.	..	..	..	..	..	..
Ditto B. Stock	..	..	..	..	..	..
East Lancashire	..	96½	..	95½	..	95½
Edinburgh and Glasgow	69	..	..	..	..	69
Edin. Perth, and Dundee	..	29⅜ ½	29⅜ 30	29⅜ 31	30⅜ ½ 1	29⅜ 30½
Glasgow & South-Westn.	..	..	..	..	..	96
Great Northern	106½	106 5½	105½	..	104½ 5	105 4⅜
Ditto A. Stock	..	..	89 89½	..	..	56 ½
Ditto B. Stock	..	..	..	..	..	133
Gt. South & West. (Ire.)	..	..	..	105	..	..
Great Western	56 ½ 6	56 ½	..	56½	56½ ⅜ ⅜	56⅛ 5⅜
Do. Stour Vly. G. Stk.	..	..	..	..	..	56⅛
Lancashire & Yorkshire	97 ⅜ ½	97⅛ ⅜	96⅝ 8	98⅛ 8	..	98⅛ 7½
Lon. Brighton & S. Coast	112⅜ 13	112⅜ 13	..	113⅛ 13	113 ½	113⅛
London & North-Wstrn.	96½ ⅜ ⅜	96⅛ ⅜	96⅝ 7	96⅝ ⅜	96⅜ 7½	96⅝ 7⅛
London & South-Westrn.	94	94⅛ 3⅝	95 4½	95 4½	95 4½	95 4½
Man. Sheff. & Lincoln.	38⅞	38½ 9	39⅛ ⅜	39⅛	39	39⅛ ⅜
Midland	102½ ½	102⅜ 2½	102⅜ ⅜	102 ⅜	102½ ½	102 ½
Ditto Birm. & Derby	75	..	75⅜	..	..	..
Norfolk	..	..	65½	66⅛	65½	66⅛ 5⅜
North British	61⅜ 2	61½ 2 ½	62½ 3	63 ½ 2⅜	63 2⅜	63 ½ ½
North-Eastern (Brwck.)	93½	93⅛ ⅜ ⅜	93⅝ ⅜	93⅜ ⅜ 4	93⅛ ⅜	93⅜ ⅜ ⅜
Ditto Leeds	..	48⅜ ½	48½ ⅜	48⅛ ⅜	..	48⅛ ⅜
Ditto York	77⅜ ⅜	77⅜	..	77⅛	77⅛	77⅜ ⅜ ⅜
North London	102½	..	..	..	..	..
Oxford, Worc. & Wolver.	..	30 ½	..	32 1½	32	32
Scottish Central	..	..	..	..	..	..
Scot. N.E. Aberdeen Stk.	27½	..	..	..	..	28
Do. Scotsh. Mid. Stk.	..	..	..	..	..	..
Shropshire Union	..	..	..	..	..	46 ½
South Devon	..	..	..	..	..	38
South-Eastern	..	74⅛ ⅜ ⅜	76	75 4½	75 4½	75 4½ ⅜
South Wales	..	..	..	..	74	74
Vale of Neath	..	..	..	..	..	..

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	226	226 8	226 7	226½	226½	228
3 per Cent. Red. Ann...	96 ¼	96⅜	96½ ⅜	96⅜ ⅜	96⅜ ½	96⅜ ½
3 per Cent. Cons. Ann...	95⅜ ⅜	95⅜ ⅜	95⅜ ⅜	96⅛ 6	96 5⅜	95⅜ ⅜
New 3 per Cent. Ann...	96⅛ 6⅛	96⅜ ½	96⅜ ½	96⅜ ⅜	96⅜	96⅜ ⅜
New 2½ per Cent. Ann.	..	..	..	..	..	..
Long Ann. (exp. Jan. 5, 1860)	..	..	1 3-16	..	1 3-16	..
Do. 30 years (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1880)	..	..	..	..	..	..
Do. 30 years (exp. Apr. 5, 1885)	..	18⅛	18⅛	18⅛	18⅛	18
India Stock	..	224½	225	221 3⅛	224	222
India Loan Debentures..	99⅜ ⅜	99⅜ ⅜	99⅜ ⅜	99⅜	99⅜	99⅜
India Scrip, Second Issue	..	..	..	..	..	..
India Bonds (£1,000) ..	..	..	20s p	21s22s p	20s23s p	23s21s p
Do. (under £1000)	20s17s p	..	..	19s p	22s p	21s p
Exch. Bills (£1000) Mar.	38s35s p	35s38s p	38s39s p	38s p	37s p	40s37s p
Ditto June....	..	35s p	35s p	37s p	..	37s40s p
Exch. Bills (£500) Mar.	..	35s p	35s38s p	..	..	..
Ditto June....	..	..	..	36s p	..	..
Exch. Bills (Small) Mar.	36s p	38s p	..	36s40s p	..	..
Ditto June	39s p	..	..	..	40s37s p	..
Do. (Advertised) Mar.	..	..	..	..	..	..
Ditto June	..	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	..	..	..	..	..
Exch. Bonds, 1859, 3½ per Cent.	100⅛	..	100⅛	..	100⅛ ⅜	..

Insurance Companies.

	PAID.	PER SHARE.
Equity and Law	£5 19 10	..
English and Scottish Law Life	3 5 0	..
Law Fire	2 10 0	..
Law Life	10 0 0	..
Law Reversionary Interest.....	25 0 0	23 6 8
Legal and General Life	6 9 0	..
London and Provincial Law	3 12 6	..

Estate Exchange Report.

(For the week ending January 20, 1859.)

AT THE MART.—By Mr. W. H. HEWITT.

Copyhold and part Leasehold, Melrose-lodge, Holloway, Villa residence and grounds, between 2 and 3 acres.—Sold for £2220.

Leasehold Residence, Frederick's-place, Brixton: term, 52 years from 24th March last; ground-rent, £29 per annum; let at £105 per annum.—Sold for £940.

Leasehold Residence, No. 22, Tavistock-place, Tavistock-square; term, 41 years form Christmas last; ground-rent, £17 per annum; let at £50 per annum.—Sold for £150.

By Mr. LEREW.

Leasehold Residence, 19, Euston-square, St. Pancras; term, 97 years from September, 1811; ground-rent, £36:15:0; annual value, £100 per annum.—Sold for £400.

Leasehold Residence, 34, Burton-crescent, New-road, St. Pancras; term, 94 years from March, 1812; ground-rent, £31:10:0; let at £63 per annum.—Sold for £170.

By MESSRS. NORTON, HOGGART, & TRIST.

Freehold Plot of Building Land, formerly the site of Nos. 25 & 26, Aldgate, City.—Sold for £1600.

AT GARRAWAY'S.—By Mr. T. TIMS.

Leasehold Tenements, Nos. 4 & 5, Duke-street, Westminster-road, Southwark; let at £91 per annum; held for 40 years from Sept. 1849; ground-rent, £36.—Sold for £150.

Leasehold Tenements, Nos. 6 to 11, County-terrace-street, Nos. 1 to 5, Cottage-place, and 1 & 2, Williams-court, St. Mary Newington; let at £167:14:0 per annum; term, 22 years from July, 1851; ground-rent, £62 per annum.—Sold for £1125.

Leasehold Houses and Shops, 1 to 5, Claremont-place, Park-road, New Peckham; let at £78 per annum; term, 63 years from March, 1852; ground-rent, £30.—Sold for £385.

Leaseholds, Nos. 1 to 10, North-place, Chapel-street, Stockwell; let at £158:12:0 per annum; term, 49 years from June, 1852; ground-rent, £65.—Sold for £900.

Leaseholds, 16 & 17, Thrawl-street, and 7 & 8, George-street, Spitalfields; let at £130 per annum; term, 56 years from June, 1851; ground-rent, £50.—Sold for £155.

Leaseholds, Nos. 31 to 36, Blue-anchor-alley, Bunhill-row, St. Luke's; let at £153:8:0 per annum; term, 21 years from Midsummer, 1846, at £74:19:0 per annum.—Sold for £50.

Leasehold Premises, Nos. 9, 10, & 11, Hare-court, Aldersgate-street; let at £158:12:0 per annum; held for 150 years from September, 1852, at £75 per annum.—Sold for £150.

By Messrs. FAREBROTHER, CLARK, & LYE.

Freehold Public-house, "The Ben Johnson's Head," 24, Great Wild-street, Drury-lane; let on lease for a term which will expire at Michaelmas, 1866, at £56 per annum.—Sold for £735.

Leasehold Residence, No. 85, Wimpole-street, Cavendish-square; term, 33 years unexpired; ground-rent, £30 per annum.—Sold for £815.

By Mr. SAVORY.

Lease and Goodwill of "The Bird in Hand" Public-house, Garden-row, London-road, Southwark; held for 10 years from Michaelmas last, at 98 guineas per annum.—Sold for £330.

London Gazettes.

Bankrupts.

TUESDAY, *Jan.* 18, 1859.

DAVIES, WILLIAM, sen., Baker, Norton-st., Baldock, Herts. *Com.* Goulburn: Jan. 31, at 12; and Feb. 28, at 2; Basinghall-st. *Off. Ass.* Pennell. *Sols.* Depree & Austen, 23 Lawrence-lane, Cheapside. *Pet. for Arrgmt.* Dec. 11.

JONES, WILLIAM BUCKLEY, & HENRY DERMOT DEMPSEY, Ship Builders, Liverpool (W. B. Jones & Co.) *Com.* Perry: Feb. 4 & 25, at 11; Liverpool. *Off. Ass.* Turner. *Sols.* Evans & Son, Liverpool. *Pet.* Jan. 17.

KING, CHARLES, Silk Mercer, Newington-causeway. *Com.* Fane: Jan. 28 and Mar. 4, at 11; Basinghall-st. *Off Ass.* Cannan. *Sols.* Davidson, Bradbury, & Hardwick, Weavers'-hall, 22 Basinghall-st. *Pet.* Jan. 15.

M'IVER, LEWIS, Merchant, Liverpool, lately carrying on business there with PETER GRANT WILSON, as Merchants (Wilson & M'Iver). *Com.* Perry: Feb. 3 & 18, at 11; Liverpool. *Off. Ass.* Bird. *Sols.* Anderson & Collins, Liverpool. *Pet.* Jan. 13.

ROBERTS, WILLIAM, Grocer, King's Lynn. *Com.* Goulburn: Jan. 31, at 12; and Feb. 28, at 1; Basinghall-st. *Off. Ass.* Nicholson. *Sol.* Wilkin, 3 Furnival's-inn, Holborn. *Pet.* Jan. 14.

TITTERINGTON, WILLIAM, Wine & Spirit Dealer, Liverpool. *Com.* Perry: Feb. 3 & 18, at 11; Liverpool. *Off. Ass.* Turner. *Sol.* Tyrer, Liverpool. *Pet.* Jan. 15.

FRIDAY, *Jan.* 21, 1859.

CHURCHILL, JAMES AGNIS, Veterinary Surgeon, Colchester. *Com.* Fonblanque: Jan. 29, at 12.30; and Mar. 4, at 12; Basinghall-st. *Off. Ass.* Graham. *Sol.* Jones, 14 Gresham-st., London, and Colchester. *Pet.* Jan. 17.

COTTON, GEORGE, Builder, Rochester. *Com.* Fane: Jan. 28 and Mar. 4, at 2; Basinghall-st. *Off. Ass.* Whitmore. *Sol.* M'Gregor, 10 Size-lane, Bucklersbury. *Pet.* Jan. 14.

HAYES, WILLIAM STONE, Outfitter, Liverpool. *Com.* Perry: Feb. 4 & 24, at 11; Liverpool. *Off. Ass.* Bird. *Sols.* Anderson & Collinson, Liverpool. *Pet.* Jan. 12.

HICKS, RICHARD (R. Hicks & Co.), Coal Merchant, Coal Depots, Camden-town, Kensington, and Halkin-wharf, Pimlico; also at Acton, Middlesex, and at Kingston-on-Thames, Surrey, under firm of South-Western Coal Co., and carrying on business with RICHARD WINGFIELD HICKS (Hicks, Son, & Co.), 54 Charing-cross, and Hungerford-wharf. *Com.* Evans: Feb. 1, at 12; and Mar. 1, at 11; Basinghall-st. *Off. Ass.* Johnson. *Sols.* Lawrance, Plews, & Boyer, Old Jewry-chambers. *Pet. for arrngt.* Sept. 29, 1858.

HUTCHINGS, WILLIAM, Linen Draper, Moretonhampstead, Devon. *Com.* Andrews: Feb. 3 and Mar. 10, at 11; Queen-st., Exeter. *Off. Ass.* Hirtzel. *Sols.* Bragg, Chagford; or Stogdon, Exeter. *Pet.* Jan. 14.

LAMPRELL, WILLIAM ALLISTON, Master Carpenter, 91½ Long-lane, Smithfield. *Com.* Holroyd: Feb. 4, at 11; and Mar. 8, at 12; Basinghall-st. *Off. Ass.* Edwards. *Sol.* Fisher, 162 Aldersgate-st. *Pet. for arrngt.* Jan. 12.

LIDDLE, DUNCAN ROBERT BARHAM, Wine Merchant, 67 Princes-st., Leicester-sq., and Rose-bank, Fulham. *Com.* Holroyd: Feb. 4, at 11; and Mar. 8, at 12; Basinghall-st. *Off. Ass.* Lee, 20 Aldermanbury. *Sol.* Jerwood, 17 Ely-pl., Holborn. *Pet.* Jan. 18.

MOUNT, JAMES, Bobbin Manufacturer, Bingley, Yorkshire. *Com.* Ayrton: Feb. 8 and Mar. 8, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Hope. *Sols.* Waterworth & Wright, Keighley; or Bond & Barwick, Leeds. *Pet.* Jan. 17.

PRANGLEY, WILLIAM, Music Seller, Salisbury, Wilts. *Com.* Fonblanque: Jan. 29 and Mar. 4, at 1; Basinghall-st. *Off. Ass.* Stansfeld. *Sol.* Wyatt, Gray's-inn. *Pet.* Jan. 17.

REA, ROBERT DAVIS, Horse Dealer, Great Central Horse Repository, St. George's-rd., Southwark. *Com.* Holroyd: Feb. 4, at 1; and Mar. 8, at 2; Basinghall-st. *Off. Ass.* Edwards. *Sol.* Linklaters & Hackwood, 7 Walbrook. *Pet.* Jan. 19.

SMITH, HENRY, & HENRY MILLS, Newspaper Proprietors, Chester. *Com.* Perry: Feb. 4 & 25, at 11; Liverpool. *Off. Ass.* Turner. *Sol.* Massey, Chester. *Pet.* Jan. 11.

TURNER, WILLIAM HENRY, Draper, 69, 70, & 89 Bishopsgate-st. Without. *Com.* Fonblanque: Feb. 9, at 2, and 25, at 1; Basinghall-st. *Off. Ass.* Graham. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry. *Pet.* Jan. 14.

WATSON, THOMAS SAMUEL, Grocer, Tonbridge Wells. *Com.* Evans: Feb. 1, at 1; and Mar. 1, at 12; Basinghall-st. *Off. Ass.* Johnson. *Sols.* Church, Langdale & Co., 38 Southampton-bldgs., Holborn. *Pet.* Jan. 8.

WHITE, GEORGE FREDERICK, BERNARD COURTNEY, & SAMUEL TRIGGE, Wine Merchants, Mark-lane. *Com.* Holroyd: Feb. 4, at 12; and Mar. 8, at 1; Basinghall-st. *Off. Ass.* Lee. *Sols.* Lloyd & Rule, 26 Milk-st., Cheapside. *Pet.* Jan. 19.

BANKRUPTCIES ANNULLED.

FRIDAY, *Jan.* 21, 1859.

GOULDING, JAMES, Grocer, Carlisle & Dalston. Jan. 12.

ROTHWELL, RICHARD, & WILLIAM JAMES ROTHWELL, Woollen Manufacturers, Rochdale, Lancashire (Rothwell & Son). Jan. 19.

SPEEX, ROBERT, Tailor & Draper, Oldham, Lancashire. Jan. 17.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, *Jan.* 18, 1859.

BARNES, HENRY, Milkman, Chain Bridge Farm, Mountnessing, Essex, and Artillery-pas., Bishopsgate; High-st., Shoreditch; Church-st., Friar's Mount, Wentworth-st., and Goldsmith-row. Feb. 10, at 11.30; Basinghall-st.

BASSETT, WILLIAM JAMES, Builder, 25 & 27 Store-st., Bedford-sq. Feb. 8, at 11; Basinghall-st.

BENTLEY, JOHN, CHARLES DEAN, & JOHN JAMES MALLCOTT RICHARDSON, Warehousemen, Cheapside. Feb. 8, at 12; Basinghall-st.

BLOW, ROBERT, & JOHN BLOW, Corn & Coal Merchants, Great Grimsby. Feb. 23, at 12; Town-hall, Kingston-upon-Hull.

BROWN, GEORGE JOHN, Rope Manufacturer, Hartlepool. Feb. 16, at 11.30; Royal-arcade, Newcastle-upon-Tyne.

CHAFFER, THOMAS, & BENJAMIN CHAFFER, Stone Merchants, Liverpool and Burnley. Jan. 29, at 11; Liverpool.

CHALLENGER, HENRY, Victualler, Gloster-lane, Bristol. Feb. 15, at 11; Bristol.

COULSON, GEORGE NORTON, Butcher, Lincoln. Feb. 23, at 11; Town-hall, [illegible]-upon-Hull.

FOLLETT, WILLIAM, otherwise WILLIAM STIBLING FOLLETT, Bookseller, Bognor, Sussex. Feb. 8, at 11; Basinghall-st.
GWYER, EDMUND (E. Gwyer & Son), African Merchant, Bristol. Feb. 10, at 11; Bristol.
HARNDEN, JOSEPH, Eating-house Keeper, 4 Ivy-lane. Feb. 9, at 1; Basinghall-st.
HARRISON, ROBERT, JAMES KIERO WATSON, & HENRY PEASE, Bankers, Kingston-upon-Hull; joint est., and sep. est. of each. Feb. 9, at 12; Town-hall, Kingston-upon-Hull.
HIGGINSON, JONATHAN, & RICHARD DEANE, Merchants, Liverpool (Barton, Irlam, & Higginson); at Barbadoes (Higginson, Deane, & Stott). Feb. 25, at 11; Liverpool.
KIRKUP, LANCELOT, Iron Ship Builder, Newcastle-upon-Tyne. Feb. 11, at 12; Royal-arcade, Newcastle-upon-Tyne.
ROLTE, ALFRED, Timber Merchant, Dorrington-st., Clerkenwell. Feb. 9, at 12; Basinghall-st.
STUART, SAMUEL, Grocer, Wednesbury. Feb. 10, at 11; Birmingham.
VIALOU, ISAAC RICHARDSON, Builder, 37 Fish-st.-hill, and Richmond-rd., Hackney. Feb. 9, at 12.30; Basinghall-st.
WESTROP, JOHN KING, Glove Manufacturer, Staining-lane. Feb. 9, at 1; Basinghall-st.
WILLEY, JOHN, Cabinet Maker, 164 High-st., Borough. Feb. 10, at 11; Basinghall-st.

FRIDAY, *Jan.* 21, 1859.

BAILSTOW, JAMES, Worsted Stuff Manufacturer, Ovenden, Halifax. Feb. 11, at 11; Commercial-bldgs., Leeds.
BALL, GEORGE, Wine Merchant, Fenchurch-st. Feb. 11, at 1.30; Basinghall-st.
CARTER, WILLIAM RICHARD, Wine Merchant, Ingram-ct., Fenchurch-st. Feb. 12, at 12; Basinghall-st.
CONYER, WILLIAM, & JOSEPH CONYER, Shoddy Dealers, Dewsbury, Feb. 11, at 11; Commercial-bldgs., Leeds.
EDWARDS, THOMAS, China & Glass Dealer, 26 Eversholt-st., Oakley-sq., St. Pancras. Feb. 11, at 12.30; Basinghall-st.
GILBEY, ARTHUR, Grocer, 63 Charlotte-ter., New-cut, Lambeth. Feb. 11, at 2; Basinghall-st.
HAIRS, DUNCAN, Seedsman & Florist, 107 St. Martin's-lane, Westminster. Feb 11, at 1.30; Basinghall-st.
JOHNSON, JOHN, Upholsterer, Wakefield. Feb. 11, at 11; Commercial-bldgs., Leeds.
LEECH, JOSEPH, Linen Manufacturer, Barnsley. Feb. 11, at 11; Commercial-bldgs., Leeds.
MICHAEL, MICHAEL, Grocer, Aberaman. Feb. 24, at 11; Bristol.
SCATTERGOOD, PETER, Machine Builder, Stapleford. Feb. 15, at 11; Shire-hall, Nottingham.
SLEMMING, ROBERT, Boot & Shoe Maker, Portsea, co. Southampton. Feb. 14, at 11; Basinghall-st.
WHEALS, CHARLES, Woollen Draper, late of Lowestoft, now of Manningtree, out of business. Feb. 11, at 1.30; Basinghall-st.
WINFIELD, THOMAS WILLIAM, & FREDERICK CHARLES CLARKE, Factors, Birmingham. Feb. 14, at 11; Birmingham.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Jan.* 18, 1859.

ADAMS, WILLIAM, Glove Manufacturer, 1 Martin-st., Exeter. Feb. 9, at 11; Queen-st., Exeter.
ATKINSON, JOSEPH, Outfitter, Blackpoole. Feb. 8, at 11; Liverpool.
BARLOW, CHARLES, Hatter, 1 Cleveland-sq., Liverpool. Feb. 7 (and not 17, as advertised in last Friday's *Gazette*), at 12; Liverpool.
BURN, DAVID LAING, Merchant, formerly of Kensington Palace-gardens, now of 36 St. James's-pl., and St. Michael's-house, Cornhill. Feb. 9, at 1.30; Basinghall-st.
HARRIS, JOHN, Envelope Manufacturer, 11 College-hill, Upper Thames-st. Feb. 8, at 11.30; Basinghall-st.
HOGG, EDWARD HALL, Ship Owner, North Shields. Feb. 11, at 11.30; Royal-arcade, Newcastle-upon-Tyne.
LEWIS, GEORGE, Leather Cutter, 8 Clarence-pl., Hackney-rd. Feb. 9, at 2.30; Basinghall-st.
MILLINGTON, JAMES, & CHARLES CLAYE, Lace Manufacturers, Nottingham. Feb. 15, at 11; Shire-hall, Nottingham; on applon. of C. Claye.
PARVIN, RICHARD CLEAR, Haberdasher, 438 Oxford-st. Feb. 9, at 1; Basinghall-st.
SEAMAN, CHARLES, & HENRY KEEN, Silk Manufacturers, 31 Milk-st., Cheapside. Feb. 9, at 2; Basinghall-st.
SEARBY, GEORGE, Shipowner, 5 Great Queen-st., Westminster. Feb. 9, at 11; Basinghall-st.
SLEMMING, ROBERT, Boot & Shoe Maker, Portsea, co. Southampton. Feb. 9, at 11.30; Basinghall-st.
WHEATLY, JAMES, Farmer, Bourton-on-the-Hill, Gloucestershire. Feb. 14, at 11; Bristol.
WILCOX, WILLIAM, Sail Maker, Liverpool. Feb. 9, at 11; Liverpool.
WOODMANCY, GEORGE, Corn Merchant, Glamford Briggs, Lincolnshire. Feb. 16, at 12; Town-hall, Kingston-upon-Hull.

FRIDAY, *Jan.* 21, 1859.

BENEAUD, ISAAC, Merchant, 1 South-st., Finsbury. Feb. 11, at 11; Basinghall-st.
CHASE, RICHARD, Cheese Factor, Bristol. Feb. 14, at 11; Bristol.
COOK, EDWARD JOHN, Wine Merchant, late of East Bergholt, now of 1 Hall-st., City-rd., Commission Agent. Feb. 11, at 12.30; Basinghall-st.
COOK, GEORGE, Grocer, 23 St. Peter-st., Lower-rd., Islington. Feb. 11, at 1; Basinghall-st.
COX, STEPHEN, Netham Chemical Works, St. George, Gloucestershire; Temple Back, Bristol; and Brislington, Somersetshire, Chemical Manufacturer & Farmer. Feb. 14, at 11; Bristol.
ELLIOTT, JOSEPH, Grocer, Devonport. Feb. 21, at 1; Athenæum, Plymouth.
GRIFFIN, ROBERT, Cattle Dealer, Stowkley, Bucks. Feb. 12, at 1; Basinghall-st.
JONES, THOMAS COKE, Printer, New-st.-sq. Feb. 11, at 11; Basinghall-st.
LAWSON, WILLIAM, Surgeon, 28A Howland-st., Fitzroy-sq. Feb. 12, at 12; Basinghall-st.
LODGE, HENRY, Tailor, 10 Huggin-lane. Feb. 11, at 11.30; Basinghall-st.
MASON, WILLIAM GUY, Bill Broker, 41 Upper Berkeley-st. West, and Beach-house, Dawlish. Feb. 11, at 11.30; Basinghall-st.
MANCHIN, EMMANUEL MARIE, Tailor, now of 256 High-st., Exeter, late of 5 Foley-pl., Cavendish-sq. Feb. 24, at 11; Queen-st., Exeter.
SIMON, EDWARD, Wine Merchant, 24 South-st., Brompton, and 37 & 38 Mark-lane. Feb. 11, at 2; Basinghall-st.
UPTON, JOHN, Plumber, Brighton. Feb. 11, at 12; Basinghall-st.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Jan.* 18, 1859.

BRANSON, THOMAS PALMER, Grocer, Loughborough. Jan. 11, 2nd class.
COATES, HENRY, Milliner, 31 Bull-st., Birmingham. Jan. 12, 2nd class.
LUMSDON, JAMES, & WILLIAM LUMSDON, Chain & Anchor Manufacturers, South Shields. Jan. 12, 3rd class to W. Lumsdon, subject to suspension until April 12.
NAZER, DANIEL, Hatter, Snargate-st., Dover. Jan. 12; 2nd class.
SAUNDERS, JAMES, Miller, Thurlton. Jan. 12, 3rd class, having been suspended 12 mos.

FRIDAY, *Jan.* 21, 1859.

BENNETT, HERBERT, Draper, Chester. Jan. 24, 2nd class, after having been suspended 12 mos.
BILES, THOMAS GODSELL, Linen Draper, Cleveland-pl., Walcot, Bath. Jan. 17, 2nd class.
ECCLES, CECILY, Draper, St. Helen's, Lancashire. Jan. 14, 2nd class.
ISAACS, SAMUEL, Cigar Dealer, Manchester. Jan. 13, 3rd class.
LANE, STAFFORD MOORE, Corn & Seed Dealer, Swallowcliffe. Jan. 14, 3rd class.
WALTON, CHARLES, & WILLIAM WALTON, Ship & Insurance Brokers, late of 17 Gracechurch-st., now of 4 Clement's-lane. Jan. 14, 3rd class.
WILBRAHAM, CHARLES WILLIAM, Warehouseman, 16 Charterhouse-lane. Jan. 14, 2nd class.

Assignments for Benefit of Creditors

TUESDAY, *Jan.* 18, 1859.

BARTLETT, THOMAS BARRETT, Tailor, 6 Middle-row North, Knightsbridge. Jan. 12. *Trustee*, E. Kearsley, Warehouseman, 42 & 43 Gutter-lane. *Sol.* West, 3 Charlotte-row, Mansion-house.
CLARK, HENRY, & VALENTINE CLARK, Farmers, Hibaldstowe, Lincolnshire. Jan. 15. *Trustees*, R. Bradley, Innkeeper, Scawby, Lincolnshire; T. East, Farmer, Hibaldstowe. Creditors to execute on or before Mar. 15. *Sol.* Bird, Brigg.
CLAYTON, JOSEPH, Tinsmith, Leicester. Dec. 21. *Trustee*, R. Madeley, Merchant, Birmingham. *Sol.* Harvey, Leicester.
GARDNER, SOLOMON, & EDWARD PARSONAGE, Plumbers & Glaziers, Liverpool. Jan. 3. *Trustees*, J. Jones, Lead Merchant, Liverpool; W. J. Bird, Ironmonger, Liverpool. Creditors to execute before July 3. *Sol.* Steble, 5 Doran-lane, Lord-st., Liverpool.
JONES, JOHN, Draper & Grocer, Brynllaethog, near Cerrig-y-druidion, Denbighshire. Jan. 4. *Trustees*, W. M. Williams, Tobacconist, Bridge-st., Chester; T. Bowers, Chemist, Eastgate-st., Chester. Creditors to execute before Mar. 4. *Sol.* Adams, Clwyd-st., Ruthin.
TURPIN, RICHARD JOHN, Brewer, Portsea, co. Southampton. Dec. 20. *Trustees*, A. B. Hatch, Miller, Emsworth, co. Southampton; G. G. Palmer, Brewer, Portsea. *Sols.* H. & R. W. Ford, 170 Queen-st., Portsea.
WESTON, CHARLES, Clothier, Litchfield. Dec. 21. *Trustee*, R. Southall, Woollen Merchant, 8 Watling-st., London. *Sol.* Huson, 4 King-st., Cheapside.

FRIDAY, *Jan.* 21, 1859.

DAWSON, ROBERT, Brewer, Broadstairs, Kent. Jan. 10. *Trustee*, H. T. Amos, Law Stationer, Sole-st., St. Peter the Apostle, Kent. Creditors to execute before Mar. 10. *Sol.* Gore, Margate.
GOULD, EDMUND, Wholesale Boot & Shoe Manufacturer, 164 Kingsland-rd. Jan. 16. *Trustee*, A. Halkett, English & Foreign Leather Merchant, 41 London-wall. *Sol.* King, 35 King-st., Cheapside.
KNIGHT, JOHN, Farmer, Ronhead, Dalton, Lancashire. Jan. 11. *Trustee*, W. Slater, Farmer, Park, Lancashire; J. Postlethwaite, Miller, Litle Mill, Lancashire; W. Whiteside, Grocer, Dalton, Lancashire; J. Borrow, Butcher, Dalton. Creditors to execute before Mar. 11. *Sol.* Park, Cavendish-st., Ulverston.
NEWBY, JOHN, Farmer, Bishop Middleham, Durham. Jan. 12. *Trustee*, W. Adamson, Farmer, Streatham Grange, near Barnard Castle; T. Hodgson, Butcher, Shildon. *Sol.* Marshall, 23 Market-pl., Durham.
PITTS, CHRISTIANA, School & Lodging-house Keeper, 3 Hill Park-crescent, Plymouth. Oct. 30, 1858. *Trustees*, H. Matthews, Baker, Plymouth; T. Cuddeford, Butcher, Plymouth. *Sol.* Phillips, jun., Plymouth.
RAYNOR, JOHN, Farmer & Butcher, Mansfield, Notts. Jan. 12. *Trustee*, H. Massey, Bank Manager, Mansfield; G. Vallance, Builder, Mansfield. *Sol.* Woodcock, Mansfield.
ROUTLEDGE, NICHOLAS, Grocer & Draper, Castleside, Durham. Jan. 12. *Trustees*, J. Trotter, Miller, Bywell, Northumberland; J. Coxon, Draper, Newcastle-upon-Tyne. Creditors to execute before April 12. *Sols.* Fenwick & Falconar, 75 Clayton-st., Newcastle-upon-Tyne.
SELF, FRANCES, Widow, Linendraper, Southampton. Dec. 31. *Trustee*, S. Lowry, Warehouseman, Wood-st., Cheapside; G. N. Cooksey, Merchant, Southampton. *Sols.* Sole & Turners, 68 Aldermanbury.

Creditors under Estates in Chancery.

TUESDAY, *Jan.* 18, 1859.

BELL, WILLIAM, Gent., Newcastle-upon-Tyne (who died on Oct. 23, 1857). Palin *v.* Palin, M. R. *Last Day for Proof*, Feb. 8.
FOX, CLEMENT, Gent., Thurlaston, Leicestershire (who died in May, 1856). Re Fox's Estate, Miles *v.* Fox, M. R. *Last Day for Proof*, Feb. 15.
NEALE, THOMAS, Ipswich (who died in Jan. 1857). Cobbold *v.* Neale, M. R. *Last Day for Proof*, Feb. 12.

FRIDAY, *Jan.* 21, 1859.

DAY, EDWIN HORATIO, Gent., Cleveland House, Brixton-hill, Surrey (who died in June, 1858). Day *v.* Day, V. C. Kindersley. *Last Day for Proof*, Feb. 15.
HARRIS, JOHN HENRY, Union-st., Swansea, co. Glamorgan (who died in May, 1857). Re Harris's Estate, Harris *v.* Harris, M. R. *Last Day for Proof*, Feb. 21.
JONES, RICHARD, Yeoman, Burford, Oxon (who died in July, 1858). Re Jones's Estate, Bowly, P. O., *v.* Well, M. R. *Last Day for Proof*, Feb. 21.

LEWIS, JOHN, Tanner, Carnarvon (who died in June, 1837). Evans v. Lewis, M. R. *Last Day for Proof*, Feb. 19.

WILLIAMS, WILLIAM HOWE, Esq., Felbrigg, Norfolk (who died on Dec. 23, 1856). Windham v. Guibelei, V. C. Wood. *Last Day for Proof*, Feb. 17.

Windings-up of Joint Stock Companies.

TUESDAY, *Jan.* 18, 1859.

UNLIMITED, IN CHANCERY.

KENT BENEFIT BUILDING SOCIETY, also called the KENT FREEHOLD LAND SOCIETY.—A Petition for the Dissolution and Winding-up of this Society was, on Jan. 6, presented to the Lord Chancellor, by William Crow, 9 Kidd-st., Woolwich, Engineer; which will be heard before V. C. Kindersley, on Jan. 28. *Sols. for Petitioner*, W. J. Norton, Son, & Elam, 1 New-st., Bishopsgate.

PADDHAM COTTON LEAGUE COMPANY.—V. C. Kindersley will proceed, on Feb. 9, at 1, at his Chambers, to settle the List of Contributories of this Company.

LIMITED, IN BANKRUPTCY.

FURNISHING IRONMONGERY AND HARDWARE COMPANY (LIMITED).—Mr. Commissioner Holroyd will proceed, on Feb. 15, at 1, at Basinghall-st., to make a Call of £1 per Share on the Contributories of this Company.

FRIDAY, *Jan.* 21, 1859.

UNLIMITED, IN CHANCERY.

BERKBECK LIFE ASSURANCE SOCIETY.—V. C. Kindersley will proceed, on Feb. 17, at 2 & 3, at his Chambers, to settle the list of Contributories of this Company.

DEPOSIT AND GENERAL LIFE ASSURANCE COMPANY.—The Master of the Rolls purposes, on Jan. 31, at 1, at his Chambers, to proceed to make a Call of £9 per share on all the Contributories of this Company.

Scotch Sequestrations.

TUESDAY, *Jan.* 18, 1859.

CAW, DAVID, Farmer & Miller, Milnab, near Crieff (D. Caw & Co.) Jan. 22, at 12; Drummond Arms-hotel, Crieff. *Seq.* Jan. 13.

FRCOD, ANDREW, some time Draper, formerly of Liverpool, now of Nicholson-st., Glasgow. Jan. 21, at 12; Globe-hotel, George-sq., Glasgow. *Seq* Jan. 14.

RENNIE, JAMES, Wholesale English & Foreign Fancy Warehouseman, 66 Miller-st., Glasgow (J. Rennie & Co.) Jan. 25, at 12; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Jan. 13.

RENWICK, DAVID, Cattle Dealer, Greenlaw, Berwickshire. Jan. 28, at 11; Black Bull-hotel, Dunse. *Seq.* Jan. 13.

FRIDAY, *Jan.* 21, 1859.

FRASER, WILLIAM, otherwise WILLIAM JAMES FRASER, Writer, Perth. Jan. 26, at 1; Solicitors' Library, County-bldgs., Perth. *Seq.* Jan. 14.

GAUL, GEORGE, Wine & Spirit Merchant, Glasgow. Jan. 26, at 12; Stock Exchange, National Bank-bldgs., Glasgow. *Seq.* Jan. 17.

GIFFARD, Sir RICHARD, Bart., formerly of Percy-mount, Co. Sligo, and of Ryde, Isle of Wight, now of Innerleithen, Co. Peebles. Jan. 26, at 2; Commercial-hotel, Peebles. *Seq.* Jan. 18.

HENDERSON, GEORGE, Coppersmith, Market-st., Edinburgh, deceased. Jan. 26, at 12; Stevenson's Sale-rooms, 4 St. Andrew's-sq., Edinburgh. *Seq.* Jan. 18.

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Advertisements can be received at the Office until six o'clock on Friday evening.

Mr. Kynnersley's Paper is again unavoidably postponed until next week.

THE SOLICITORS' JOURNAL.

LONDON, JANUARY 29, 1859.

CURRENT TOPICS.

The Court of Queen's Bench has discharged the rule for a new trial obtained by the Attorney-General in the case of *Scott* and *Dixon*, and has upheld the ruling of Mr. Baron Martin as to the rejection in evidence of the reports of the Liverpool Borough Bank for 1837 and 1838. The judgment delivered by Lord Campbell is clear and decisive. While admitting the individual lordship on Mr. Dixon, as a man of honourable character, and misled rather than an evil-doer, his Lordship fully maintains the great principle established by the verdict, that the directors of a company are pecuniarily answerable for any proceeding on their part calculated to mislead the shareholders as to the marketable value of the shares. This is broadly the effect of the case, which has already produced a considerable effect in joint stock associations. It did not come before it was needed; and was the more welcome that it proved our common law sufficiently elastic to meet the changing requirements of the present day.

Another case in which judgment has been given this week, *Haviland* v. *Mortiboy*, deserves notice for more than one reason. In the first place, it is quite a study in the law of evidence. A reader on that subject might take the Lord Chancellor's judgment, and going through it step by step, elucidate by application nearly all the governing principles of legal testimony. In the second place, the successful results of an oral examination of the witnesses before the Court, in a case which has excited so much attention, will probably have some effect on the practice in equity. No one could hear the evidence, and not be struck with the thought—how different all this might have been if taken before the Examiner! No doubt the Court was fortunate in its presiding judge. Few men have had more experience in legal questions of this kind than Lord Chelmsford; he was thoroughly at home when unravelling the complicated evidence, so improbable on *both* sides, presented by the case; and it must be admitted that his judgment is a masterpiece of lucidity and expression. The conflicting testimony was admirably balanced, and the correctness of the final decision brought out as clear as noonday. At a moment when a portion of the common law system is just beginning to take root in courts of equity, it is a fortunate circumstance that the office of Lord Chancellor is filled by an advocate of long experience at *nisi prius*.

It is not an agreeable subject for comment, but we should not be doing our duty if we overlooked it altogether, that hardly a week elapses without some scandal arising in the Court of Bankruptcy. In our last number we had to call attention to the grant of a second-class certificate, by a country commissioner, under circumstances which had caused much animadversion in the locality, and which made the conduct of the judge incomprehensible on any principles of common sense. This week we print, in another column, a statement by the Manchester Law Association of a very grave complaint against one of the commissioners in that town. It appears that the solicitors of Manchester, in conjunction with the Chamber of Commerce, thought it necessary to bring the matter, some time since, before the Lord Chancellor, but have not yet obtained any redress. A petition is now to be presented to Parliament, and we suppose an opportunity will be given to the Attorney-General to withdraw or to reiterate, as the case may be, the positive contradiction which he gave last session to the complaint of the Manchester public. Within the last few days another commissioner has been complained of as guilty of a dereliction of duty, in allowing the accounts of his official assignee to remain unaudited, and in a notoriously unsatisfactory state. We shall rejoice to hear that a plain and complete answer can be given by both these learned judges; but we believe that there is no other court of justice in the country in so undisciplined a state as to lie open for a moment to any such imputations.

The death of Mr. Hallam, the historian, deprives the legal profession of one of its greatest ornaments. Mr. Hallam, who had reached the advanced age of 81, was educated for the bar, and was many years ago elected a bencher of the Inner Temple. There is no doubt that the peculiar characteristics of his writings, their constitutional soundness, and their accuracy of diction, were owing, in a great measure, to his early training in the severe study of the law. It is to be remarked that he brought up both his sons to the profession, but neither lived to fulfil the abundant promise of their youth.

It is probable that some of the public at the West End of London are cognizant of the existence of a circulating library of some pretensions, and which advertises extensively as "Bult's Library and Newspaper Office;" but it is not, perhaps, quite so well known that this establishment is desirous of exercising legal functions, and that a confidential card transmitted to its reading customers describes the aptitude of its proprietor (who figures in the same card as an accountant and assurance agent) for drawing "wills in exact conformity with the present law." Comment would be more than superfluous.

CONCENTRATION OF COURTS AND OFFICES.

The Law Amendment Society, at their numerous meeting on Monday last, did good service to the profession. They unanimously resolved to take instant action on the present unsatisfactory condition of our courts and offices, and to bring the subject before the Government and the Legislature, with a view to immediate alteration.

Some objections had been taken to the interference of the society on such a question as this; but Sir Richard Bethell, who presided at the meeting, effectually disposed of these in a single observation:—"The concentration of the courts and offices is," says Sir Richard, "a great measure of legal reform." The object which the Incorporated Law Society has so long striven for, which we, in the interest of solicitors, have strenuously advocated, could not be more happily described. It is

a measure to improve the working, and advance the dignity, of justice. It will make law more popular, because it will make its administration more smooth and facile. It will remove many artificial obstacles in the way of litigation, and prevent much of the scandal that arises, not without cause, from the imperfect discharge of professional duties. It will enable counsel to hold briefs in different courts, without neglecting any; it will enable solicitors to attend more personally to their clients' interests; it will enable witnesses, suitors, and the public generally, to be present in the locality where their business or inclination lead them, without undergoing the martyrdom at present inflicted on the visitors to our courts of justice. Nor do we esteem least in value the boon which this great practical improvement would confer on the representatives of the public press, to whose aid the efficiency and purity of our legal system owe so much.

A short time since we had almost feared that a long and severe struggle was before us, if we were to obtain a proper concentration of courts. The views of the present Government, who, with all their desire for popularity, are not quite so effective for performance as they are in profession, were known to be in favour of some miserable piecemeal scheme, which, pretending to remedy, would in reality perpetuate the existing inconveniences. We did not suppose, indeed, that any of the absurd schemes propounded could be carried out in face of the loud protest that would have been raised, if they had ever taken a tangible shape. No one could really have believed that Lord John Manners would be allowed to brick up Lincoln's-inn-fields, or to hide away the fifteen judges somewhere in the City. But we did fear that, amid this wilderness of projects, the true solution of the question, How are we to provide for our Courts? would be overlooked, or purposely put aside. We have no longer any such fear. The demonstration made by the Law Amendment Society has called public attention to the importance of the subject, and the representatives of public opinion have spoken out. The *Times*, in a powerful leader, has demonstrated the one course which must be followed; and, unless the Government will take the hint, as we hope they will, it must be given still more broadly in the House of Commons.

We ourselves can have nothing to add to the opinion already expressed in our columns. It being evident that new courts must be built somewhere, any dispute about the site has seemed to us, from the very first, to be idle. It is so obvious, stares us in the face as it were so strongly, that mere statement and description become at once demonstration. In the very heart of that portion of the metropolis where law has for centuries fixed its habitation, lie seven acres of ground, covered by tenements ready to tumble down of themselves, and occupied by a population whom it would be a mercy to disperse. The whole area should be bought up and the work be commenced at once. When the Palace of Justice has risen up where crime and squalor now fester unrepressed, people will wonder why such streets were so long tolerated, and why an edifice so necessary to public convenience was so long delayed.

One word yet again on the question of funds. It is not proposed, as some still seem to think, to touch the Suitors' Fund of the Court of Chancery. That deposit is sacred, as belonging to private individuals. But in process of time, the accretion of that fund, the gradual accumulation of the interest, has swelled to an immense amount. Some of this accumulation is charged with certain life-payments; but otherwise, and as to the bulk of it, it is perfectly free. The only contingency under which it could be lawfully called on, is so extremely improbable as to be, for all practical purposes, impossible. If all the claimants on the Suitors' Fund were to come forward and demand their moneys, and if, during the period of the consequent payment, Consols ranged below 87 (the average price at which the moneys have been invested), then the accumulated interest would be called on to supply the deficiency. Such a remote chance, which would elsewhere be dismissed at once as not worthy of consideration, but which in this cautious country may be guarded against by a statutory guarantee, really leaves the accumulation we speak of as *res nullius*, or, as Sir Richard Bethell termed it, a "No Man's Fund," and therefore justly applicable to the public service. Mr. Strickland Cookson, to whom the profession owes much in this matter, has more than once dwelt on its financial aspect; but we have thought it well, in order to correct any possible misapprehension, to state once more that the public revenue is not asked to contribute one shilling for this splendid and lasting improvement.

The Courts, Appointments, Vacancies, &c.

COURT OF CRIMINAL APPEAL.

The Queen v. *Skeene & Freeman.*

The indictment alleged that the prisoners having been intrusted with a bill of lading, they had fraudulently disposed of it for their own benefit, and the question arose on 5 & 6 Vict. c. 39, which contained a proviso that no agent should be liable to be convicted if he should, before indicted, have disclosed the facts before any commissioner in bankruptcy. The prisoner pleaded not guilty before the Lord Chief Baron. At the close of the evidence the prisoners' counsel tendered a disclosure which the prisoners had made before the Court of Bankruptcy. The counsel for the Crown objected that under the plea of not guilty the disclosures were not admissible. The Chief Baron admitted the evidence, and he now asked this Court whether the written examinations were admissible, and whether the examination was a disclosure within the statute.

Mr. Serjt. *Ballantine* appeared on the part of Skeene, and he had to support the objection made upon the trial, and to contend that they were not properly convicted. The main question to be raised was, whether a disclosure in the Court of Bankruptcy, which was a disclosure of the facts, did or did not render the prisoner not liable to be convicted. As to the first question, whether they were admissible—

Lord CAMPBELL said, if they amounted to a defence they were admissible.

Mr. Serjt. *Ballantine* said, it was conceded that a disclosure had been made which was substantially a disclosure of the facts, and a deposition had been taken before a magistrate which was substantially the same. Assuming the examination in the Bankruptcy Court to be a disclosure, it could not be destroyed by something that took place elsewhere. It was a good disclosure under the statute, unless something had taken place before to destroy the effect of it.

The CHIEF BARON said, there was nothing left for them to disclose; it was fully known before.

Lord CAMPBELL.—After one disclosure could there be another? The depositions and disclosures were precisely the same.

Mr. Serj. *Ballantine* said, the evidence before the magistrate might be very imperfect; all that was wanted there was a primâ facie case to commit. The words of this statute were very clear; it was to disclose before indictment. Until the bill was found by the grand jury it was no indictment.

Chief Justice COCKBURN.—It must not be a spontaneous disclosure, because a case was known where such an attempt had been made. The Crown said, the facts were already known before the magistrate. There could be no subsequent disclosure.

Mr. Serjt. *Ballantine* said, the prisoner had been bound to make this disclosure.

Chief Justice COCKBURN said, the Act did not apply where the facts had been already known to the world.

Lord CAMPBELL.—Supposing the depositions had been read, and the prisoner had said, "It is all true," would that be a disclosure?

Mr. Serjt. *Ballantine* said, it would, if made in the Court of Bankruptcy, and it would warrant him in asking for the protection of this Act of Parliament.

Mr. *Giffard* was heard on behalf of Freeman. The prosecutors themselves examined the bankrupts at the Court of Bankruptcy, and enforced the disclosures.

The CHIEF BARON.—And now do not appear?

Mr. *Giffard*.—They have obtained their money.

THE COURT.—And having got that do not care how the criminal law may be defeated.

The Court took time to consider.

DEAR BANKRUPTCY.

The following letter from a victim of the unsatisfactory state of our bankruptcy laws appeared in the *Times* of Monday. We have no reason to doubt its genuineness, as we are too well aware of the unnecessary costliness of the present system. It is well worthy of notice from the fact that it strikingly and clearly defines, in a few simple words, the real evils of the law, and establishes that often disputed reality—the possibility of a suit in Bankruptcy incurring expenses on the estate of 50 per cent.

Sir,—I am a creditor of a man who lately made himself a bankrupt. His estate realized about £300, and I was the only creditor who proved—the accounts were very light—and the following are the expenses of the bankruptcy:—

Registrars' fees	£13	6	0
Messengers' fees	27	5	6
Official Assignee's commission	18	5	0
Auctioneer's charges for sale (of property which produced £230)	22	0	0
Solicitor for bankrupt	37	0	0
Solicitor for assignee	28	0	0
	£145	16	6

Leaving a balance of £154 3s. 6d. only remaining of the £300.

The figures speak for themselves. I need say no more, except that nearly two months have elapsed since the dividend meeting, and I have not yet got my dividend.

May I ask, before concluding, how it is that the business of three commissioners is commonly crowded into one court, much to the inconvenience and detriment of the public?

What are the other commissioners and their officials doing? The superior judges sit every day.

Reform in bankruptcy is, indeed, much needed, and I quite agree with "A Merchant," that we want cheap bankruptcy.—Yours most obediently,

A VICTIM.

CIVIL SERVICE EXAMINATIONS.

To those who are desirous of seeing competition applied to the civil service of this country, it may be satisfactory to learn that the Master of the Rolls has introduced competitive examinations into the department over which he presides. Henceforth, not only will the introduction to that service be regulated by examination, but promotion to the appointments of assistant keepers of the second class will depend entirely on the merits and good conduct of the candidates. From the miscellaneous nature of the rolls, state papers, and documents now for the first time collected in the new repository, and their various uses for legal, historical, and antiquarian purposes, an amount of knowledge, skill, and experience is required in every officer of the Record establishment, which can be more easily dispensed with in less literary branches of the public service. In subjecting the clerks of this service to an examination in the various duties of their office, and providing for their more complete and efficient training, the Master of the Rolls has set a useful example, which cannot fail of having its weight in other directions. This spontaneous effort to regulate promotion by merit only, and adopt the same system of advancement among Government officials which prevails in the great universities of the land, may satisfy political reformers that the heads of departments in the State are not so reluctant as they have been represented, to introduce the system of fair and impartial competition into the most important branches of the public service.

Owing to the pressure of other important matter on the columns of our journal last week, the following observations made by V. C. Sir W. P. Wood, on a misunderstanding that had existed between his Honour and certain leaders of the equity bar, as to the expediency of sending issues of fact to be tried at Nisi Prius, notwithstanding the recent Act giving to the courts of equity the power to summon a jury, were necessarily omitted.

His Honour adverted to the subject in the following terms:—

"I have had laid before me, at the request, as I understand, of several gentlemen of the bar, a statement of observations supposed to have fallen from me in a recent case in which I declined directing an issue to be tried before a jury in this court. It has been intimated to me, I need scarcely say as much to my surprise as my regret, that such supposed statement has occasioned pain to the gentlemen usually practising in the courts of equity, and not in the courts of law. I appear to have been considered as expressing an opinion on the part of all the judges of the Court of Chancery, that the gentlemen of the bar practising in these courts were not competent to conduct cases before a jury. Perhaps such an interpretation of the words I have referred to may be the natural one. If it be, I can only express my extreme regret that I can have been supposed to have uttered any expressions so entirely contrary to my sentiments. I have lost no time, therefore, first, in correcting a very considerable error in the statement of what I am supposed to have said, and next, in explaining more fully the short intimation (which alone it occurred to me at the time was necessary to be given) of my reasons for sending the particular case before me to trial before a court of law. I am certain that whatever opinion was expressed by myself, I did not attribute to the other judges of the court any participation in it. On this point I am sure that I was, as I intended to be, very careful. I had before me a case in which some persons of comparatively small means were claiming the property of an intestate, who was, by the Crown, alleged to have been illegitimate. Both the claimant and the Crown agreed that it was a matter to be tried before a jury. The Solicitor-General for the Crown pressed for the trial of the issue before this Court. The counsel for the claimant pressed for a trial before a court of law, alleging that the counsel of the common law bar were more experienced in the cross-examination of witnesses, and that much would depend upon that. At the hearing of the application I stated that I should soon have an opportunity of consulting with the other judges of the court, on the general question of the trial of issues directed by this Court. On Saturday last I stated that I had consulted with the other judges, and had found that it was extremely difficult to lay down any general rule as to whether or not a case should be tried by this Court or by a court of law, but that I had myself come to the conclusion in this particular case that, as the two parties did not concur in desiring the issue to be tried before this Court, one party desiring that it should be held before a court of common law, I thought it was not right in such a case to order the trial to be in this court, and should not be disposed to do so in any case, unless both parties concurred in the request, without special grounds. I am certain that I made the expression of opinion my own alone, and not that of any other judge. As to the rest of the statement, I cannot be so certain of the expressions as I am of the opinion I intended to express; it never having occurred to me that what I said could be misunderstood, as special pains were taken by me to avoid misinterpretation. I found one party expressing some confidence in a trial before a common law court for the reason which he assigned of the greater experience in trials before a jury of the gentlemen practising in those courts, and what I meant to express was, that if such was the wish of that party I did not think it desirable that either side should be compelled to a new mode of trial. I do not believe that I expressed—certainly did not intend to express—any concurrence in the view of the party who thought that his case would be better tried before a court of common law. I gave his reason, and had he alleged the inexperience of the judges of this court in the conduct of the trial of cases before a jury, I should have repeated that reason also, and have said that I thought that any person honestly entertaining that view ought not to be compelled to have his case tried here, unless some special reason as to delay or expense had occurred—points upon which no question arose in the case before me. It is a fact that the judges of the court have not as yet had such experience. It is a fact, I conceive, that most of the gentlemen practising in this court have not, as yet, had such experience. The Legislature has expressly left it to the Court to say whether the trial shall take place before a jury at common law or before a jury in Chancery, or before this Court without a jury. I do not find in the Act any indication of preference. The Legislature must be taken to have intimated that there are some cases in which the Court may find it more expedient to try the case itself. Probably, regard being had to the amount of business transacted by the Court, it was not contemplated that the other suitors should be delayed by the trial of issues, as a general rule, before the Court. Probably, also, it was thought, that in many cases it would be more expedient to try them in the country. As judge of the Court, I have, and ought to have, every disposition to give full effect to every provision of the Legislature for improving the administration of justice. As regards the particular question of the expediency of conferring on this Court a power to summon a jury and to try issues itself, I gave my very hearty assent, as a member of the Commission issued for inquiry into the proceedings of this Court, to a recommendation that such a power should be conferred. But it appears to me very inexpedient, and calculated to create dissatisfaction in the suitors, if in the administration of justice, without any special reason, the Court were to force the suitor to adopt the new mode of trial. I have ever consi-

dered that, next to a correct decision, the most important object a judge can keep in view is, that a suitor should be satisfied that his case has been carefully attended to. In the Chancery Amendment Act an option is expressly given to either party with reference to taking evidence on affidavit or orally. The choice of the mode of trial by the Act of last session is not given to either party, but a discretion is left to the Court. It was felt, as I have said, by all the judges that any definite rule would be extremely difficult. The Legislature probably felt the same difficulty. When both parties concur there can be no doubt; but I have come, whether erroneously or not, to the fixed conclusion, that when there is no special reason, the consideration of the confidence of either suitor in the method established by long habit, is a circumstance which ought to turn the scale, especially in the first experiment of a difficult system being required to be made. This, and no more, did I intend to express. I have never intended to express any concurrence in the view of the suitor who prefers the old method, nor in the reasons of the particular suitor in the case before me, for that preference. I may now with propriety state that I do not concur either in the one or the other. Experience will, no doubt, be readily acquired when it shall become necessary to try the causes before this Court, both by the bar and by the judge, and at the same time they will be free from some evils, which from long-established habit have, in my opinion, grown up in the present method of examining and cross-examining witnesses. But upon that subject I need scarcely dwell further. I cannot conclude without remarking, that, however painful it may be to me to find that I could possibly be so little understood by any gentleman of the bar as to allow a suspicion, even, of my intending to treat disrespectfully a body to whom I had, I hoped, on every occasion evinced not only cordial esteem, but deep gratitude for their assistance; yet I have sincerely to thank those whose frankness has conveyed to me the existence of such a feeling, for this opportunity of endeavouring, at least, to remove it."

Mr. *Rolt* then addressed the Vice-Chancellor.—"Sir, as senior member of the bar present, I hope I may be allowed to express to your Honour our sincere thanks for the kind consideration you have given to this matter, and for those expressions by which your Honour will have effectually removed the impression which undoubtedly the report of this case which got abroad was calculated to create. I may perhaps be permitted to add, that we should feel ourselves wholly unworthy of the position we have the honour to fill, if we should be found incompetent to conduct the business of this court, by any mode of proceeding which the Legislature and the judges may deem best calculated to promote the ends of justice."

Mr. *Wickens*.—"Perhaps as I was one of the counsel in the case, and the one whom your Honour addressed on the occasion in question, I may be permitted to say that the misconception referred to by your Honour never entered into my mind."

The VICE-CHANCELLOR.—"I am obliged to you, Mr. Wickens. You heard what I stated at the time."

We are authorised to state that Sir M. Sausse, late Puisne Judge of the Supreme Court at Bombay, has been promoted to the Chief-Justiceship of that court; the vacant puisne judgeship has been offered to, and accepted by, Mr. Joseph Arnould, of the Home Circuit. Mr. Arnould is well known in legal and commercial circles as the author of a standard work on mercantile law, the "Treatise on Marine Insurance and Average." —*Daily News*.

A deputation, consisting of Mr. Whateley, Q.C., Mr. Skinner, Q.C., Mr. Huddleston, Q.C., Mr. Gray, Mr. McMahon, M.P., and Mr. Phipson, of the Oxford circuit, had an interview on Saturday with Mr. Secretary Walpole, at the Home Office, on the subject of the recent announcement in the *Gazette*, of a new assize business for Birmingham. The Mayor of Birmingham (Sir John Ratcliff), and other members of the Town Council, had also an interview with Mr. Walpole on the same subject. The right hon. gentleman promised to give the matter his best attention.

Recent Decisions in Chancery.

DEBENTURES—FRAUD—BONA FIDE PURCHASER.

Athenæum Life Assurance Society v. *Pooley*, 7 W. R. 167, L. J.

This case is important to those who are in the habit of investing money in debentures of joint stock companies, as it decides that it is unsafe to purchase them without inquiry as to the circumstances under which they were issued, inasmuch as the same rule applies to them as to choses in action generally; namely, that the assignee takes them with the equities which affect the assignor; even though the assignee be a bonâ fide purchaser without notice.

The directors of a joint stock company had created debentures in contravention of their deed of settlement, and had issued them in fraud of the shareholders. The person to whom they were issued in the first instance was a party to the fraud, but sold them to a purchaser in the market, who, having no suspicion of anything being wrong, made no inquiries as to the circumstances under which the assignor had obtained them. The decision of the case rested upon the fraud committed in issuing the debentures, not upon the irregularity of their creation. If the case had rested upon the latter point only, there was some doubt whether the shareholders would not have been bound, under the authority of *The Royal British Bank* v. *Turquand* (6 Ell. & Bl. 327). But there having been a clear fraud in issuing them, the Lords Justices held (affirming the decision of *Stuart*, V. C.), that the innocent holder must suffer for his want of caution, and they granted an injunction restraining him from proceeding at law against the company.

One peculiarity in the case was, that the purchaser had registered the transfer in the books of the company, and had received two half-yearly dividends on his debentures. But it was held that this did not amount to a confirmation of the transaction, there being no evidence that either the entry or the payments had been reported to or confirmed by a general meeting of the shareholders.

BANKRUPTCY—ARRANGEMENT CLAUSES—TRADER-DEBTOR SUMMONS—CONCURRENT PROCEEDINGS.

Ex parte Arnold, 7 W. R. 174.

This was a fresh instance of the collision which sometimes takes place between proceedings under the arrangement clauses of the Bankrupt Law Consolidation Act, and under a trader-debtor summons. The effect of the decision, compared with the former decisions on the same subject, appears to be, that the process which is first commenced will (in the absence of special circumstances) be supported by the Court.

In *Ex parte Walker* (6 De G. M. & G. 752; s. c. 3 W. R. 647), the trader had been served with the trader-debtor summons, and had admitted the demand before he filed his petition for arrangement with his creditors under the 211th section. The creditor, who had sued out the trader-debtor summons, afterwards filed his petition for adjudication; and the Lords Justices held, that the petition for arrangement, and the interim order for protection, which had been granted under it, was no bar to the adjudication of bankruptcy under the trader-debtor summons. In that case a hint was thrown out by the Lords Justices, that, if there had been unwarrantable delay on the part of the petitioning creditor, the Court might possibly have come to a different conclusion. In *Ex parte Dales* (2 De G. & J. 206; s. c. 6 W. R. 243), the order of proceedings was the same; but there was this peculiarity, that the creditor who sued out the trader-debtor summons, although he filed a petition for adjudication, did not proceed with it, but another creditor took up the petition, under the 96th section of the Act. This, however, was held to make no difference, and the adjudication was allowed.

In the present case (*Ex parte Arnold*) the order was reversed. The trader took the initiative, and presented a petition for an arrangement, and obtained an order for protection before any creditor took steps in the Bankruptcy Court. Then a creditor (who had a few days before the presentation of the petitioner commenced an action at law on his debt), on learning of the protection under the arrangement clauses, abandoned his action, and sued out a trader-debtor summons, under which the trader was adjudicated a bankrupt. The required proportion of creditors assented to the proceedings for an arrangement, and under these circumstances the Lords Justices decided that those proceedings should go on, and that the adjudication of bankruptcy should be annulled. As to the costs, their Lordships appeared to feel some difficulty, expressing an opinion that the creditor had proceeded at his own peril, and had rendered himself liable to the costs of the unsuccessful proceedings in bankruptcy, but they ultimately gave no costs against him, under the peculiar circumstances of the case.

SOLICITOR—TAXATION AFTER PAYMENT—PRESSURE.

Re Kinneir, Ex parte Price, 7 W. R. 175.

A solicitor was concerned for two holders of second mortgages on different estates, and had also acted for the mortgagor, who was in temporary embarrassment, although possessed of landed property sufficient to meet all his liabilities. The holder

of one of the second mortgages was Mrs. Mackenzie, aunt of Mr. Kinneir, the solicitor whose conduct was impugned. The date of this mortgage was 11th September, 1856. Mr. Kinneir was employed by the mortgagor to raise in one sum sufficient to pay off all the subsisting mortgages, and on the 24th of November, 1857, the money was ready to be advanced subject to arranging the rate of interest and other points. For reasons not explained, this transaction was not completed. The mortgagor, Mr. Price, being in urgent want of money, a sum was advanced to him by Mr. Kinneir's father, and a second mortgage taken to secure it in December, 1857. Mr. Price then had recourse to another solicitor to raise money sufficient to consolidate the mortgages. The view of the Court was, that Mr. Kinneir, out of dissatisfaction at this transfer of the business into other hands, endeavoured to avail himself of his position as solicitor for two mortgagees to embarrass the mortgagor, and put him to unnecessary expense. In February, 1858, an action for payment of mortgage money was commenced by one of Mr. Kinneir's clients against Mr. Price, who, in order to obtain time to complete his arrangements, filed a bill to restrain this action. *Stuart*, V. C., in his judgment, first speaks of the action as brought by Mrs. Mackenzie, and then treats it as if brought by Mr. Kinneir's father, who had advanced his money only two months before, and this appears to have been the truth. It is not satisfactory to find important facts thus confusedly stated, but the bringing of such an action by either mortgagee was not likely to be approved by the Court. Still the legal right was plain, and there could be no pretence for filing a bill to restrain its exercise. Delay was, however, conceded, but as the price of it Mr. Kinneir insisted that he should be allowed to take a transfer of a prior mortgage. This was looked upon by the Vice-Chancellor as a mere contrivance to enhance costs; and on the whole the conduct of Mr. Kinneir up to this point, although not directly bearing upon the question whether his bill was taxable, produced on the mind of the Court a very unfavourable impression. It was at length arranged that, on the 8th of July last, Mr. Kinneir's clients should be paid off. A meeting was held on that day, and great discussion arose as to Mr. Kinneir's bills of costs. It was arranged that he should receive £90 for his costs of the suit, without taxation. He also produced a bill of the costs of Mrs. Mackenzie, amounting to £162, and when the meeting broke up in the evening Mr. Poole, the solicitor for the mortgagor, took this bill home with him. The transaction could not have been completed on the first day, because the deed of transfer had not then been executed by Mr. Kinneir's father. Next day another meeting was held, and Mr. Poole paid Mrs. Mackenzie's bill without discussion, and the transfer of the mortgages was completed. It was now sought to tax this bill after payment, on the ground that Mr. Kinneir had used his power as mortgagee's solicitor to compel payment of it, and also on the ground of overcharge. *Stuart*, V. C., as we have observed, took a strongly unfavourable view of Mr. Kinneir's conduct throughout the transaction, and he considered there had been such a degree of pressure as to warrant an order for taxation. This was an intelligible, if not a sufficient, ground for his decision, but upon the point of overcharge he appears to suggest a new principle. It has been laid down that if overcharge be relied on as a ground for taxation after payment, the petitioner must allege and prove specific items of overcharge, and it would seem to follow that the Court must be satisfied that they are excessive before making the order to tax. Now, the bill contained a charge of £15 for drawing and fair copy of an abstract to lay before counsel, and Sir *J. Stuart* said, that "this might be a perfectly proper charge, though an exorbitant one, because Mrs. Mackenzie may have said she would pay this money." Of course Mrs. Mackenzie was at perfect liberty to pay any sums she pleased to her solicitor, but as against the mortgagor her liberality must be confined to ordinary and reasonable costs. The words we have quoted seem intended to lead to this:—that if the bill had been against the mortgagor, who was to pay it, his solicitor might have been expected to state his objections to it off hand; but as it was, at least in form, against the mortgagee, the solicitor was entitled to take time for consideration before objecting, and therefore the bill was taxable after payment. If it be asked why the bill was paid without due consideration, the answer is, that the transfer of the mortgages could only be obtained on payment, and without the transfers the whole transaction would have been suspended, while the mortgagor was seriously embarrassed, and the money destined to relieve him was lying idle. But if the bill had been considered and charges objected to, the objections would have been met by a refusal to hand over the deeds of transfer—that is, there would have been what the Court calls "pressure." In fact, the bill was paid without objection, because this "pressure" was apprehended. Under such circumstances it may have been quite proper to order taxation, but the fact of the bill being nominally against the mortgagee does not seem to affect the question. It is to be observed that the Vice-Chancellor gave no opinion whether the charges, or any of them, were or were not exorbitant, although it would appear from some of the cases that a conclusion on this point is a necessary ingredient in the judgment.

Many cases were decided by Lord *Langdale*, M. R., upon applications under 6 & 7 Vict. c. 73, s. 41, to tax solicitors' bills after payment, and his successor at the Rolls appears to think that by some of these decisions professional men were treated with undue harshness. In *Re Tryon* (7 Bea. 496), taxation was ordered after payment had been made under protest, the payment being insisted on as a condition of parting with a deed necessary to complete a purchase. In *Re Thompson* (8 Bea. 237), it was laid down that, in order to obtain taxation after payment, the petitioner must allege and prove specific items of overcharge, even if the payment has been made under pressure and protest. This is an important case, because, unless it has been overruled, it would seem that Sir *J. Stuart* was bound to pronounce a more distinct opinion than he did upon the alleged overcharges before directing the taxation. Some later cases, however, appear to treat pressure alone as sufficient, without the necessity of the Court's entering into the question of overcharge. *Re Bennett* (8 Bea. 467) contains some observations which were referred to by Sir *J. Stuart* as governing the case before him. Lord *Langdale* said, that, where an arrangement had been made to pay off a mortgage, and the parties had met to complete it, and the attorney produced his bill, and said the amount must be paid, or the matter could not proceed,—in that case the consequences of postponement might be grievous to the parties, and such a course of conduct amounted to a special circumstance contemplated by the Act. In *Re Harrison* (10 Bea. 57) the mortgagee's solicitor delivered his bill of costs to the mortgagor nearly three weeks before the day of settlement. At the meeting the bill was objected to, but the solicitor refused to complete without full payment, and the mortgagor paid the bill under protest. It was decided that this was not sufficient to authorise a taxation, although there might be some overcharges. It will be observed that the protest was held to make no difference, and there was the very important circumstance that time had been allowed to consider and take proceedings for taxing the bill. It was also laid down that the taxation of the bill of a mortgagee's solicitor, at the instance of the mortgagor, takes place as between the solicitor and the mortgagee his client. The application of this principle appears to remove the difficulty felt by Sir *J. Stuart* in dealing with the alleged overcharges to which his attention was directed. In *Re Elmslie* (12 Bea. 538), a meeting was appointed to settle important matters, and the costs of two suits were to be paid by one of the parties to them. The bill of costs was only delivered the evening before, and payment was insisted on at the meeting, though the bill was then objected to. The consequences of postponing the general settlement would have been serious, and so the bill was paid. Here there was clearly pressure, and evidence of overcharge was also given and taxation was ordered.

Besides the above cases before Lord *Langdale*, it may be well to notice one or two others. In *Ex parte Andrews* (13 L. J., Ch., 222), Lord *Lyndhurst*, C., said, if the petitioner had relied on the special circumstances alone, he would have been disposed to make the order; but as the petitioner had selected those items which she thought most objectionable, and as those items had been explained, he did not think he ought to order the taxation. The marginal note to this case states, that "a petition which sufficiently sets forth special circumstances need not mention the specific items objected to;" but this is not exactly borne out by the report. Lord *Lyndhurst*, as we have just shown, did not expressly decide the point, and, in addition to what referred immediately to the case before him, he only said that a case cited did not decide the contrary. The case of *Ex parte Wilkinson* (2 Coll. 92) deserves notice, as a decision of *Knight Bruce*, L. J., when Vice-Chancellor. There some degree of weight was allowed to the protest which accompanied the payment. It was held that protest, combined with other circumstances, may be a ground for ordering taxation. A mortgagor had sold to nine purchasers, and the mortgagee was made a party to the conveyances. If the bill had not been paid, the settlement of all these purchases would have been delayed. The bill was not delivered until the evening of Saturday, the appointment being for Monday. This feature of delay in delivering the bill afterwards disputed, occurs in many of the cases, as it did in

that before *Stuart*, V. C. It would be very much better to secure an opportunity of discussing the charges before an appointment for a final settlement is made, and if both parties really desired matters to proceed amicably this would not be difficult to arrange.

We now come to the case of *Re Browne* (15 Bea. 61; 1 D. M. & G. 322), which, on many accounts, requires notice. It indicates a disposition at the Rolls to mitigate the severity of Lord *Langdale*. "In cases of taxation after payment," said Sir *J. Romilly*, "on the ground of pressure or overcharge, I shall not carry the authorities to the least extent further than I find them. I think that the hardship on solicitors is already sufficient, and I shall not increase it." He then notices the protest, which had been relied on, as probably it often is, beyond what the law warrants. We have seen that *Knight Bruce*, V. C., attributed some force to it. But Sir *J. Romilly* says, "Various authorities decide that protesting on payment of a bill amounts to nothing. It is merely saying, 'I reserve to myself every right I may have to get the bill taxed.' Assuming that this bill was paid under protest, I must look at it as if there had been no protest at all." He then takes a distinction as to the nature of the pressure on which the Court will act, which, if allowed to prevail, would go very far to annihilate the authority of the previous cases. He says, "A creditor of the petitioner was about to issue execution against her for a debt, whereupon she paid the bill in order to get rid of the lien on the fund, and make it available for payment of the debt. Is there any case in which pressure on the part of third persons has been considered pressure by the solicitor? How could the taking in execution by a stranger be considered pressure on the part of the solicitor?" This does not seem very sound reasoning. In many of the cases where the threatened pressure has been the delay of a mortgage or purchase, the person liable to pay the bill has been in want of money to satisfy urgent claims. If the bill had not been paid, the solicitor would not himself have declined to do the act required, but would have advised his client to decline doing it, or would have withheld a deed which had been placed in his hands, executed by his client, to be dealt with at his discretion. The solicitor's refusal to proceed would have brought into play the pressure of other persons, and this has been considered pressure by the solicitor. Unless the solicitor were in some way concerned as principal, it would be difficult to conceive a case where he could exert the direct pressure which appears to be required by Sir *J. Romilly*. On appeal, this view was not adopted, although the decision refusing an order to tax was affirmed. Lord *Cranworth*, L. J., said, "Mere pressure may give the right to taxation after payment. There was in *Ex parte Wilkinson* pressure in that sense in which alone it is a ground for taxation after payment of a bill—namely, pressure of such a sort that it was impossible, or at all events difficult, for the client to have the bill taxed in the ordinary way. The pressure which is shown to have here taken place was not such as to warrant an order for taxation, as a matter of course, afterwards. I think the Rolls order right, even assuming that extravagant and improper charges can be shown in the bill. And in order to do that, any charges of that nature ought to have been very specifically stated, and must have appeared to amount to evidence of fraud. Even supposing impropriety and excess in the charges, still no sufficient excuse is stated to justify the omission on the part of the appellant to apply for a taxation of the bill within the ordinary time, especially as no application was made respecting the taxation till more than half-a-year after the payment." It will be seen that here again is a mere dictum that pressure alone is sufficient ground to make the order. In the absence of a case in which a bill has been actually referred on that ground alone, it will be safer always in the petition to point to specific items of overcharge, and to be prepared to show that they are excessive. It is an obvious remark, that if a bill be not exorbitant there can be nothing gained by taxing it, and if it be, some at least of the excessive items could, without difficulty, be pointed out to the Court. In *Re Browne* this precaution had not been taken, but the petition did not fail on that ground alone. There had been opportunity, perhaps sufficient opportunity, to tax the bill before paying it, and when that is shown to have been the case it appears quite proper to refuse taxation after payment. The opinion of *Knight Bruce*, L. J., inclined towards ordering a taxation, but as Lord *Cranworth* agreed with the Master of the Rolls it was not ordered. Upon the question raised by Sir *J. Romilly*, whether the pressure must not be the direct consequence of some act of the solicitor, *Knight Bruce*, L. J., said, "The payment of this money was made under pressure, perhaps under strong pressure, although not proceeding from the attorney who was paid, but of which he had notice;" and this view of the matter appears to be in accordance with the authorities, and to express correctly the doctrine of the Court.

On the whole, it would seem that, where there has been no opportunity of getting the bill taxed before payment, and where the person paying it has been under pressure in the sense above explained, and the bill, although not excessively high, is shown to contain items fairly taxable, a reference will be ordered. But where there is no case of pressure, very extravagant and improper charges must be pointed out in order to induce the Court to interfere after payment. It is proper that protection should be given against any abuse of the large powers which solicitors possess over persons in involved circumstances; but it is no less proper that settled transactions should not be opened merely because clients have not taken due care to examine and question their bills before paying them.

We cannot conclude this notice without expressing our satisfaction at the strong and just testimony borne by Sir *J. Stuart* to the uprightness, liberality, and forbearance almost uniformly shown by solicitors in such cases as that before him. The abuse of power is of very rare occurrence, while the opportunity and temptation to abuse it occur almost every day.

Notes on Recent Cases in Banc, at Nisi Prius.

(By JAMES STEPHEN, *Barrister-at-Law.*)

I. CASES IN BANC.

COSTS, LAW OF.

Dunston v. *Paterson*, 7 W. R., C. P., 163.

This was an application on the part of the plaintiff for a direction to the Master to impose on the defendant the costs of a demurrer. After the demurrer had been determined in favour of the plaintiff, it became necessary to try certain issues of fact. These were also determined in favour of the plaintiff; but he obtained a verdict for £5 only for the tort in respect of which he sued, and as the judge refused to certify (under 15 & 16 Vict. c. 54, s. 4) that there was any sufficient reason for bringing the action in the superior court, and not in the county court, the plaintiff was not entitled to any costs, unless he was held to have a right to the costs of the demurrer on which he had succeeded, by virtue of 3 & 4 Will. 4, c. 42, which (according to *Bentley* v. *Dawes*, 10 Exch. 347), gives the party succeeding on a demurrer the costs thereof, irrespective of the ultimate event of the suit. It was, however, held by the Common Pleas in *Abley* v *Dale* (11 C. B. 889), that where there is an issue of fact on which a plaintiff suing in the superior court recovers an amount within the statutory limit, and also an issue of law upon which he obtains judgment, he will be deprived of the costs of both issues. This decision was relied upon by the Court in giving judgment against the plaintiff in the case now under notice; and they did not think that the law as there settled was affected by the Common Law Procedure Act, 1852, the 81st section of which directs the costs of each issue to follow the finding or judgment thereon, without reference to the result of the other issue or issues.

II. NISI PRIUS.

ACTION AGAINST ATTORNEY FOR NEGLIGENCE.

Cates v. *Indermaur*, 1 Fost. & Fin. 259.

This was an action against an attorney for negligence, in which the only evidence for the plaintiff was to the effect that the defendant had, under the advice of counsel, been somewhat tardy in commencing certain actions, to conduct which he had been retained by the plaintiff, and in the course of which the defendant had declined (also under the advice of counsel, as to which see *Andrews* v. *Hawley*, 26 L. J., Exch., 323) to comply with the directions of his client as to the manner in which a certain affidavit should be drawn up. No evidence of any special damage was offered, and *Cockburn*, C. J., directed a non-suit, saying, there was no case whatever against the defendant.

III. CASES RELATING TO MAGISTRATES.

POOR LAW.

Reg. v. *Cudham*, 7 W. R., Q. B., 161.

In this case, an order for the removal of a pauper (a widow) from the parish in which her husband had resided at the time of, and previously to, his death, was brought before the Court of Queen's Bench. The deceased husband had resided in the parish in which he died for more than twenty years before, and

continuously down to, the date of his death; but his wife had only resided there for the period of three years. It was, however, contended on behalf of the parish to which she was ordered to be removed, that the irremovability of her husband during his life, by reason of the 9 & 10 Vict. c. 66, s. 1, enured so as to render her also irremovable; and *Reg.* v. *Glossop* (12 Q. B. 117) was relied upon; from which case it appears that a wife who has resided with her husband during his life for a certain period, and after his death resides in the same parish for another period, which, together with that during which she resided as wife makes up the full period of five years required by the statute, is not removable. The Court, however, held this case not to apply; as, in that now before them, the pauper had not, in fact, either as wife or widow, resided in the parish in question for five years; and they thought that from the language of the Act itself it was clearly intended only to confer upon a man's family the status of irremovability for the period during which he himself was irremovable—i. e. during his own life. The order of justices was consequently affirmed.

EVIDENCE TO SUPPORT CONVICTIONS.

Reg. v. *Cumberland*, 7 W. R., Q. B., 161; *Reg.* v. *Smith*, ib. 162.

In these cases, the appellants appealed against their respective convictions, on the ground that there was no evidence to support them.

In *Cumberland's case*, the information was for keeping open a public-house after twelve o'clock on Saturday night; and the informer's evidence left it doubtful whether a certain man, who was seen in the house drinking beer after that hour, was, or was not, a traveller. If he was, then he was within the exception in the statute (11 & 12 Vict. c. 49, s. 1); and the material point determined by the Queen's Bench (though the case itself was decided on other grounds, not of general interest) was, that an informer in these cases is not bound to prove that a person to whom beer is given, apparently in violation of the law, is not an exempted person. The onus of proving that the person in question is exempted, is thrown by law on the party informed against.

Smith's case was an appeal from a conviction for selling beer without a license, on the ground that the only evidence against the appellant was, that he referred some person wishing to buy beer at his house to his wife, saying, "You must ask her;" and that the beer was, in point of fact, supplied by her. It was contended that what the wife did could only prejudice the appellant as the act of his agent; and that, if so, she ought to have been convicted, together with her principal. The Court of Queen's Bench, however, thought that this was no defence, and gave judgment for the respondent.

IV. COURT OF CRIMINAL APPEAL.

ATTEMPTS TO POISON.

Reg. v. *Heppinstale*, 7 W. R., C. C. P., 178.

From this case it would appear that, in the most aggravated cases of poisoning, if death does not ensue, and the drug be not administered with intent to commit murder, but only to do grievous bodily harm to the victim, no offence against the criminal law of England, as it at present stands, has been committed. It was alleged, arguendo, that at common law, though the party poisoned, or similarly injured, with such an intent, has his civil remedy, an indictment could not lie; and that, in order to bring the case within the 14 & 15 Vict. c. 19, s. 4, in which provisions are made in aid of the common law for the punishment of aggravated assaults, it is essential that an *assault* of some nature—not the mere administration of a drug—should have been committed. The Court of Criminal Appeal seem to have inclined to the opinion that the charge on which the prisoner had been convicted (viz. the administration of croton oil to a fellow-servant with intent to make him ill) was not an offence at common law, but that an indictment might be sustained under the Act above referred to; but as no judgment was given in consequence of the death of the prisoner after his case had been argued, the point still remains uncleared up.

Ireland.

DUBLIN, THURSDAY.

JUDICIAL CHANGES.

The promotions consequent on the retirement of Baron Pennefather and Justice Crampton have been definitively settled—the Solicitor-General (Hayes) going to the Queen's Bench, and F. Fitzgerald, Q.C., assuming the vacant seat in the Exchequer.

A meeting of the bar took place on Thursday, in the library of the Four Courts, the chair being occupied by Sir Thomas Staples, the "father," or senior member of the bar.

The CHAIRMAN stated that their object was to express the sentiments of the profession towards Baron Pennefather on his retirement from the bench.

The ATTORNEY-GENERAL said, as the honourable Baron had now retired from the bench, the bar thought it judicious to present him with an address. This course was in conformity with the practice in England, and had been adopted here in reference to other judges who had retired. It was unnecessary for him to speak in laudatory terms of the learned Baron—they all revered and admired him, and the country owed him a deep debt of gratitude. He (the Attorney-General) wished to explain how it happened that he called the meeting in behalf of the Irish bar. The fact was, he had consulted with several members of the bar, and they all concurred in the judiciousness of the step proposed to be taken; therefore, feeling that unanimity of sentiment prevailed on the subject, he took upon himself to sign the requisition for the meeting on the part of the bar. He had ventured to prepare an address, which he hoped embodied the feelings of the bar, and he would now submit that address for their consideration, with the understanding that if the meeting considered any emendations necessary, it should be submitted to a committee for revision. The Attorney-General then read the address as follows:—

"*Address of the Bar of Ireland to Baron Pennefather.*

"SIR,—Your retirement from the judicial bench having been announced to the public, we claim the privilege of bidding you respectfully adieu. We feel it, at the same time, to be a solemn duty to express our conviction that no judge of modern times has better deserved than you have the admiration of the bar and the gratitude of your country. During a judicial career of unprecedented length you have actively discharged the duties of your high office with an ability rarely equalled, and an impartiality never surpassed. While you sat in the Court of Exchequer there was a jurisdiction largely exercised in equity—in matters connected with the revenue and in the common law. The masterly manner in which you despatched the business of the court in these several branches of jurisdiction was the subject of daily observation, and of unqualified praise. Your acquaintance with the practice of the court was intimate and exact—your knowledge of the principles of law profound; but it was in the prompt and judicious application of your knowledge to the facts of the various cases which came before you that rendered you conspicuous on the Irish bench. In your administration of the criminal law we witnessed a tranquil exhibition of all the qualities of a merciful, learned, and upright judge. Reviewing your judicial career, now exceeding thirty-eight years, we can truly describe it as that of a great magistrate. We offer to you now the unfeigned tribute of our respect and admiration; and while we acknowledge that the consciousness of having faithfully discharged your high duties may be the consolation of your retirement, we desire to assure you that your name and memory will long be cherished by the bar of Ireland."

After the reading of this address, which was very favourably received by the meeting, a long discussion ensued as to whether it should be signed by the chairman only, or should lie in the library for the signatures of members of the bar generally. It was ultimately resolved that the latter course should be pursued. It is fair to state—although the fact is suppressed, through want of information or want of candour on the part of the Dublin journals—that several members of the bar were not altogether in favour of this address—feeling that the learned Baron's resignation ought not to have been so long deferred—or feeling that while Judge Crampton is also retiring, a complimentary address to his colleague of the Exchequer has an invidious aspect.

An address to the learned Baron from the attorneys and solicitors of Ireland is also in course of preparation.

APPOINTMENTS.

The office of registrar to one of the common law judges is a pleasant, and, on the whole, a very well-paid one. The registrar has nothing to do during term time, and during two of the vacations—for there are no winter circuits in Ireland. Twice a-year he goes circuit with the judge; and for this he is paid between three and four hundred pounds per annum. For many years the registrars have always been selected from among the solicitors—who consider that they have a kind of vested interest in these appointments. This notion, however, appears to be an erroneous one; for the two new judges have

just appointed as their registrars two gentlemen, neither of whom is a solicitor. Judge Hayes has nominated his son, Mr. W. Hayes, who is under articles, serving his time to a solicitor. Baron Fitzgerald is said to have appointed Mr. Shone, a member of the bar.

PETTY SESSIONS COURTS.

Mr. D. O'Kelly, a solicitor practising in the petty sessions courts of Tipperary, has addressed a long letter to Lord Naas, the Secretary of State for Ireland, calling his attention to what the writer considers to be a radical defect in the Petty Sessions Acts, 14 & 15 Vict. cc. 92 & 93. Those Acts provide that in certain cases—that is, where the sentence does not exceed a month's imprisonment, or a twenty-shilling fine—the defendant shall have no appeal, nor the plaintiff in any case. Mr. O'Kelly argues that there should in every case be the right of appeal. He observes:—"In the Court of Chancery either party (however trivial the matter in dispute) can appeal from the Master in Chancery to the Master of the Rolls, from him to the Chancellor, and then to the Lord Justice of Appeal. In the superior courts of law a verdict for one penny, or against a plaintiff, can be reviewed by four judges, even though tried before an able judge and a jury, and in some instances can be brought before the twelve judges, and a new trial granted if any wrong seem to have been done. In the quarter sessions courts, presided over for the most part by very able judges, an appeal lies from a decree for a penny or a dismiss to a judge of assize. In fact, in every court, except the petty sessions, there is a power of appeal to every decision, or at least a power of having it reviewed; and why the anomaly, not to speak of the injustice, is confined to the petty sessions courts, I cannot conceive. . . . . I have not troubled your Lordship with a reference to many other Acts of Parliament, under which magistrates have to deal with many nice questions (as I think your Lordship is familiar with them), requiring considerable ability and experience in the judges, and now I respectfully ask your Lordship, is it fair to the magistrates themselves, where serious questions both of law and fact are to be decided, or is it fair to the public, that the hearing of such cases is to be finally determined by an irresponsible body without right of appeal?"

The *Belfast News Letter* remarks—"The vast majority of the colonial legal appointments are bestowed on the members of the English and Scotch bars, and very few crumbs indeed—and those of the most unwholesome kind—have fallen to the share of the Irish bar. The same exclusive and anti-Irish rule has been almost invariably exhibited in the appointments to all other, and non-legal colonial posts. Since the present Government came into power not a single legal colonial office has been bestowed on a member of the Irish bar.

The Provinces.

BIRMINGHAM.—The Recorder has addressed a long letter to the Mayor, congratulating the town on obtaining an assize. During the course of his remarks on the benefits that will result from this boon, the Recorder says:—"In causes which are tried at a distance from the spot at which they arose, the largest proportion of the costs is usually made up of the travelling expenses of the witnesses, the parties, and their solicitors: to which, as regards the witnesses and the solicitors, must be added their remuneration for the loss of their time. Where, then, as at the Birmingham assizes, it will be found that the majority of the causes had their origin within a mile or two of the Court House, it must be obvious that these important items of cost would be greatly diminished. All, or nearly all, persons required in such causes would sleep at home, take their food at home, and their attendance would be so materially abridged that their remuneration for loss of time would be greatly reduced, and thus both the party who won and the party who lost would be relieved in great measure of that burden of costs, the fear of which deters many who are injured from seeking redress; while, on the other hand, the losing party, who has sincerely, though mistakenly, believed himself in the right, would not be punished to such a ruinous extent as he now is for his error; although he would then, as now, have to bear his opponent's costs, added to his own. The curtailment of the cause list at each place where the assizes are held would of itself be no inconsiderable advantage to suitors. At present it is not safe for the parties whose causes stand low in the list to be unprepared for trial, even on the first day, as it is impossible to calculate the length of time which the prior cases may occupy, so that parties and their witnesses are often kept in waiting several days before their causes come to hearing, a delay producing a trial of the patience and an exhaustion of the purse very difficult for suitors to bear with equanimity. But that is not the worst. Witnesses quickly become partisans, and when they assemble each evening at the hotel where they are quartered to dine with the suitor on whose behalf they have been brought from their homes, and with their fellow-witnesses, the conversation naturally turns on the approaching conflict. The bias becomes more and more decided. Each witness feels his importance in the confraternity to which he belongs is regulated by the strength and amplitude of his evidence. And whoever shall doubt of the pernicious effect on the mind, produced unconsciously by those convivial discussions, must, I think, have had a very little experience of human nature. The boon granted by the Queen is at present limited to the civil business of the assizes. But it is competent to her Majesty to extend it to criminal trials, and I hope I shall not be regarded as presumptuous if I venture to predict that the same gracious desire to confer benefits on her subjects which has prompted the concession just made, will, should the experiment be found to answer its purpose (of which I can entertain little or no doubt), determine her to complete the jurisdiction; its extension over prisoners being a measure even more pregnant with good consequences than the grant of the civil jurisdiction on which I have been commenting. I have now sat nine and thirty years in criminal courts, and speaking from the experience acquired during this long term, I can assert with confidence that liberty, reputation, and even life itself, are often put in jeopardy, and sometimes I am forced to believe are sacrificed when the place of trial is distant from the site of the alleged offence. The law of England, unlike the law of many countries, gives no pecuniary assistance to the prisoner towards the production of his evidence, and his poverty is often an effectual bar to his bringing his witnesses from a distance at his own expense. But even when want of means is not the obstacle to the production of witnesses, the distance at which they reside must prevent their being brought into court in all those cases where the discovery is only made in the course of the trial that their evidence is material to the ends of justice. During the twenty years of my Recordership, which are about to be completed, I have had opportunities by no means unfrequent of verifying the statement just made. Many times has it happened that the cross-examination of a witness, not entitled to implicit confidence, has unexpectedly disclosed the fact that his evidence could be confirmed or contradicted by some person not summoned; or even where the witness was trustworthy, it appeared that such person could throw more light upon the transaction than the witness in the box, or any other in attendance. On certain occasions the importance of such testimony was first disclosed by the prisoner's address to the jury. In each of these cases, I have at the prisoner's request, or at least with his concurrence, stopped the trial, sent for the person designated, and through his means obtained a satisfactory solution of the doubt created by conflicting evidence, or by the questionable soundness of some link in the chain of proof as it stood before the arrival of the stranger. Sometimes the new evidence operated one way, sometimes another; but whether in favour of the defence or of the prosecution, the ends of justice were in either event attained. Amidst the reflections excited by the peril to which I have just referred, I hardly like to speak of the expense thrown on the public by prosecutions conducted at towns remote from the places where the witnesses for the Crown reside. Yet burdens on ratepayers are not matters of slight importance to many of them who are struggling for a livelihood; and this having been so felt by the authorities, the Treasury has considered it right and expedient to cut down to a very low scale the sums allowed both to prosecutors and their witnesses. But this step, however desirable in other respects, is mischievous in its effects on the administration of justice. When the allowance is not adequate to defray the cost thrown on the prosecutor of attending at Warwick, he is under strong temptation to wink at offences, and to this temptation we know that he sometimes yields. On the other hand, it is so difficult to adjust expenses with any exactitude, that where the allowances are liberal he is often overpaid, and hence a temptation arises to prosecute in instances where, in the exercise of a sound and humane discretion, he would refrain from appealing to the law, but satisfy himself with reproof, or in the case of servants with dismissal, or (where the relation between himself and the offender justifies him in assuming the right to punish) by administering suitable correction.

HALIFAX.—A very curious case has lately been heard at the County Court. It appears that a youth named Tyas was convicted, at the last York assizes, for uttering a forged bill of exchange for £15 on Mrs. Sykes, shoe-maker, Halifax. During the young man's confinement at Halifax, he had a county court summons served on him, at the suit of Mr. Crabtree, a tailor and draper, in the town, and the case was heard during his incarceration before trial, and an order granted for an execution on Tyas's goods. As it was known that some of these were at the Town-hall, the bailiffs went there, but Mr. Superintendent Pearson refused to allow the levy, at least, until after the sentence on Tyas. After then Mr. Pearson still refused, as he had received the judge's order to give Mrs. Sykes a portion of the goods, in consideration of the loss of £15 by the forgery. Moreover, he had paid £5 to the landlord of the house where Tyas was lodging in London, at the time of his apprehension. The bailiffs declined to pay this. Hence the matter came before the Court. Mr. Rudd appeared on behalf of the action, and Mr. Franklin and Mr. Holroyd on the other side. The case was very fully and warmly discussed, and his Honour declined to interfere. Mr. Rudd thereupon recommended the high bailiff (Mr. Rhodes) to go to the Town-hall and seize the goods; and Mr. Holroyd advised Mr. Pearson, if this were done, to bundle the bailiffs "neck and crop" out of the place.

LEEDS.—At a meeting of articled clerks, held on Wednesday evening, the 19th inst., which was very numerously attended, it was unanimously resolved to establish a society to be called "The Leeds Law Students' Debating Society," having as its object the discussion of legal subjects. From what transpired, we feel assured that the Leeds Society will be one of the most flourishing and permanent institutions of the town. It was understood that barristers and solicitors were to be admitted as honorary members, on payment of a small donation, or of a similar annual subscription.

Second Annual Meeting of the Reformatory School.—On this occasion, after the reading of the report, from which it appeared that the actual number of boys in the school is now thirty-two, that eight more are under sentence, and that the accommodation is to be raised to fifty; that the total expense incurred has been 208*l.* 14*s.*, and the total receipts 195*l.* 14*s.* 6*d.*; and after some remarks by the Mayor, Sir Peter Fairbairn, Mr. John Hope Shaw, in moving one of the resolutions, said:—He must confess that it did appear to him that such a resolution did not at this time require a single argument in its support, because those who disputed or doubted the benefit of such institutions had every year been growing smaller by degrees and beautifully less, until at last they had dwindled down into invisibility; and it was scarcely necessary to waste a passing thought upon the remaining shadows of objections which they did occasionally hear. Institutions of this kind had been long in operation in various parts of Europe, more especially in France and Germany, and for a considerable time in America. Their organization in this country extended over some five or six years, and at a more recent period the Legislature had passed acts for their encouragement, not only in England, but also in Ireland and Scotland. In almost every instance they had been successful, and they had testimony from every part of the civilized world in their favour. He could not, therefore, but feel that the time had gone by when argument was necessary to prove their practicability and great value. They had heard from the Mayor of a very painful case which had been before the bench that morning, and he might state that he had himself been frequently called upon to administer punishment in cases where he felt that the poor children whom he punished were more objects of pity than punishment—were very much more sinned against than sinning. He could not, as a magistrate, forbear that testimony, which pointed clearly to institutions of this nature, by which the children might be rescued from their perilous position. That there should be a few instances of a disadvantageous character was what might be expected from the very nature of the case, but it was much more a cause for congratulation that so great a majority of those sent to reformatory schools should conduct themselves so well, and turn out so hopefully. A good deal was said about the expense of these institutions, but he would ask gentlemen who laid much stress on that argument to look at the other side of the question, and consider what was the expense of crime? That was one of those subjects which, when he occupied the position filled by his worship, attracted his particular attention, and he was certainly very much struck—he was rather incredulous at first—when he read the evidence given by that experienced stipendiary magistrate at Liverpool, Mr. Rushton, and by Mr. Osborne, before a Parliamentary Committee. They had calculated the expense of convicts taken indiscriminately, and they estimated it at £100 per head. He thought the estimate impossible, and he requested their late chaplain, the Rev. Mr. De Renzi, to make a calculation of the costs of prisoners in the Borough Gaol. Mr. De Renzi calculated the cost of 115 prisoners, and his report substantially corroborated the evidence given by Mr. Rushton and Mr. Osborne. Of the 115, the number who had not paid a previous visit to the prison was only 35. the remaining 80 having been committed twice or more. These 80 had cost the public £8000, or £100 per head. Now, by every boy reclaimed in these reformatories, they not only took one person out of the category of criminals, but did more, because every thief was the centre of immoral influences, which drew others within their sphere. Even, however, as a matter of economy, there was, in his opinion, no money better spent than that expended on these reformatories. He would not go into the general question, because it had ceased to be an experiment, and had become an ascertained and acknowledged fact that these institutions were beneficial. But, whilst satisfied as to their general utility, there were several points upon which they required further experience and further information, and with regard to which it was exceedingly desirable that the attention, not only of those holding official stations, but of gentlemen in the borough generally, should be directed. The first of these points was this:—All parties agreed that, to a certain extent, these institutions were to be supported out of the public funds; but he was one of those who believed that, in order the better to promote the efficiency of such institutions, it was necessary that they should be supported to a considerable extent by voluntary contributions. The influence exercised by their most active public men was more important, as regarded the well-being of these boys, than their money itself, but it was only by making them managers, by placing them on the committee, that they could excite in them a permanent interest, and induce them to give a portion of their time, as well as of their subscription, for the support of institutions of this nature. Another point was, whether openings should not be made in these institutions for those who had not qualified themselves by the commission of crime; this, of course, being done with the consent of the parents. It was so in France and Belgium, the parents entering into certain obligations, the law attaching to them certain responsibilities, and giving them a certain power of control. This system of admitting children, who had not degraded themselves, was found to work very well. In France, a person under sixteen years of age might be acquitted of a crime on the ground of want of discernment, which was somewhat analogous to the acquittals in this country on the ground of insanity, and such persons were admissible to reformatories. He thought this part of the subject was worth their consideration. The last point was one upon which he admitted that there was considerable difficulty, but it was one which must be met, namely, the provision made by the law for enforcing the responsibility of parents to contribute towards the support of children sent to reformatory schools. He did not put this on the footing that where there were no contributions from parents, it acted as an inducement to them to send their children out to commit crime, an objection which was purely visionary; but he had seen many cases, where, morally, the parents were the greater criminals. The parent who suffered his child to run into crime from neglect, or bad example, and the association with bad companions, incurred a great responsibility; but there were parents who went beyond that, who actually encouraged crime amongst their children, and in some instances drove them to it. He was not satisfied with the law, which only provided for payment by those who could not prove their inability; and of course if they were not able to pay they could not get the money, but those who encouraged their children in crime ought themselves to be treated as criminals. He admitted the difficulty of definition, but he felt so strongly the importance of the subject, that he thought they were bound to look the difficulty in the face, and to trust to experience for the discovery of some mode of dealing with it.

MAIDSTONE.—Considerable satisfaction is felt in this town at the appointment of Sir Walter Riddell, Bart., to the office of Judge of the County Courts of North Staffordshire. The appointment is regarded as a spontaneous acknowledgment of the legal attainments and worth of our fellow-townsman, as we understand that Sir Walter's name was in no way brought before the Lord Chancellor. His promotion will not affect the discharge of Sir Walter's duties as Recorder of Maidstone and Tenterden; but of course his university friends will no longer think of him as a candidate for the seat supposed to be vacated by Mr. Gladstone.

TAUNTON.—Mr. Biddulph Pinchard, solicitor, has been appointed to act as Clerk to the Justices of the Taunton Division, in conjunction with his father, Mr. W. P. Pinchard, who has for many years most ably discharged the duties of that office.

WORCESTER.—*Irregularity of the City Sessions.*—From the fact of the Recorder of this city having, at the commencement of the present year, as he has on former occasions at the usual seasons, declined to hold his court for the trial of prisoners, public attention has been again called to the subject, and the learned judge's conduct is, as usual, the object of much animadversion. It is felt that by those postponements and fitful holdings of the sessions, the convenience of the judge is made to weigh down every consideration of hardship and suffering to, it may be, the innocent prisoner, and, not unnaturally, people regard such a state of things with uneasiness and dislike. The Municipal Reform Act is to blame primarily in the matter, one of its many blunders permitting recorders to hold their courts in point of time, not as the name denotes, at statedly recurring periods, but just as they please. On the present occasion, so far as time has yet elapsed, less than usual hardship has been inflicted by the delay upon those accused of crime. At present the prisoners in the city prison awaiting their trial before the Recorder are seven, the first commitment having been on the 14th December, and the latest on the 17th January. What chances there are of some innocent persons being among them, and having the hardship in their case increased by delay, may be guessed at from what follows. In the year 1858 the Recorder held four courts; viz. January 7th, fourteen prisoners; May 19th, five prisoners; July 13th, six prisoners; and October 21st, nine prisoners. In all thirty-four prisoners were tried by the Recorder this year, whereof six were acquitted; in one case there was no true bill found; and fifteen pleaded guilty. It seems that some change is desirable, not only in this city, but generally in England; either recorders should be compelled to hold their courts at stated periods, and not, as at present, at pleasure; or the Legislature should transfer the recorders' functions to the local magistracy, who, we believe, are perfectly capable of discharging them with credit to themselves, advantage to the State, and safety to the subject.

Communications, Correspondence, and Extracts.

The following observations on the concentration of courts we extract from a leading article in the *Times*:—

"It really is so evident that the public convenience, and, what comes to the same thing, the convenience of lawyers in good practice, demand a concentration of the law courts, that the controversy flies from this point, and takes refuge in those hazy ideas and precarious calculations that haunt the skirts of every serious question. We have repeatedly heard it maintained to be a positive advantage that a first-rate lawyer should be obliged to travel to and fro, several times a day, between Westminster and Lincoln's-inn; that he should, over and over again, be unable to meet his engagements, and that he should throw away the time of witnesses, the money of suitors, and his own more precious conferences. Yes, it is declared to be good for the public that its most able servants should have their brains scattered over the stones of the Strand, their nerves blunted by wear and tear of the animal fibre, and their golden time torn to shreds, and thrown into the gutter. Why? Because when the chiefs are paralyzed or distracted the mediocrities will have a chance. When some Achilles of the law is no longer there to hit the point with a few strokes, unknown men may nibble, and haggle, and boggle into notoriety. There is a lovely touch of chance in the present arrangement. It is like backgammon compared with chess. In the latter genius must prevail; in the former the greatest fool may have a reverse in his favour at the very moment his antagonist is stretching his hand for the prize. It reads prettily enough in our columns that when such a cause was called on, the counsel not being ready, it was adjourned, and so cast on another throw of the dice; or that, such an one being absent, Mr. Heavycoach stated the case. But who knows the bitter disappointment, the cruel injustice, the preparations thrown away, the subtle definitions, the lucid order, the tenacious memory, all wasted by that unhappy chance, the redeeming feature of which is a long harangue by Mr. Heavycoach, mistaking the argument, omitting, misstating, or inverting the facts, and generally doing what must be undone? But this is really all that can be said for the present state of things. It is the old, vulgar, vicious argument, of ferrymen against bridges, boatmen against steamers, wreckers against lighthouses, and all the stupidities against all the excellences. But are we—are the British public, in a condition to fight the battle of the mediocrities? After all the talk about competitive examinations and the right man in the right place—after the "moral test" has been all but exploded from our universities, we are not in a condition to advocate mediocrity, assisted by chance medley and confusion, against talent working in natural unison with proper arrangements. There must be mishaps, and there must be those who live by mishaps. But that is no reason why the State, out of regard to the surgeons, should do nothing to prevent broken legs, or why it should neglect all sanitary measures in order to leave work for young hospital doctors. 'It is an ill wind that blows nobody any good,' but that is no reason for a perpetual hurricane. Our business is with the public, with its best servants, and with the work it wants to have done—not with young gentlemen, or middle-aged gentlemen either, wanting a chance.

"The matter has now been discussed a long time, and never was there less difficulty or a more open course. Sir R. Bethell, in his address to the Law Amendment Society, states the great necessity for concentration, the large funds fairly applicable to the purpose, and the fair claim which the public have on the State for its contribution. The site is that between the Strand, Carey-street, and Lincoln's-inn, now occupied by a large population which would be quite as well placed elsewhere, and buildings of no great value. It wants purgation and clearance. The boundaries indicated would enclose a space large enough for all the courts from Westminster-hall, Lincoln's-inn, and Doctors' Commons, as well as a large hall for rendezvous and chambers for conference. It ought, of course, to be a handsome building, and London wants decoration at that point, unless we are to adopt the principle contained in some old oracles, that when a plain had long been swampy it ought not to be drained; when a space had long been open it ought not to be built upon; when it had long been unfinished, so it ought to remain to the end of time. We admit that the locality now asked for a magnificent national edifice has a prescriptive right to remain a labyrinth of filthy lanes, stenchy courts, and nuisances of all kinds, till there comes another great fire, and perhaps another Christopher Wren. If the mediocrities are to carry the day, of course the dirt will bubble congratulation. But we are getting on in this century, and should like to see it marked by something more than fighting and Conservatism. There happens to be a necessity for an early decision. It is really now or never. The Houses of Parliament, which have absorbed Westminster-hall, demand the removal of its tasteless and singularly inharmonious additions. On the other hand, a new thoroughfare, of great importance to the whole metropolis, is about to be opened through Carey-street, and would form one frontage of the proposed Palace of Justice. We need not add, that the building would lie just between the great inns of court, and, as Sir R. Bethell suggests, might communicate with the Temple by a light bridge thrown over the Strand. What objection can there be to such a design, except that it is too good to be true? Well, we seem to hear a lingering murmur that law would thus be finally banished from the royal presence at Westminster. We all know, however, what that royal presence has come to. There is something, indeed, which even by the constitutional theory and prescription is even more important than the royal presence, and that is unity—unity of authority, of source, of system, of principle, and, as far as can be, of administration. That unity, as Sir R. Bethell says, demands a central Palace of Justice in the midst of our inns of court."

Societies and Institutions.

LAW AMENDMENT SOCIETY.

A general meeting of the society took place on Monday evening; Sir RICHARD BETHELL, Q.C., M.P., in the chair.

Among the members present were—Mr. Herbert Broom, Mr. Collier, Q.C., M.P., Mr. W. S. Cookson, Mr. E. H. J. Cranfurd, M.P., Mr. Goldsmid, Q.C., Mr. R. Jackson, Hon. A. Kinnaird, M.P., Mr. E. Lawrance, Mr. E. F. Moore, Mr. Harris Prendergast, Mr. H. P. Roche, Mr. Smale, Mr. E. Webster, Mr. T. Webster, Mr. A. White, Mr. F. S. A. Williams, Mr. C. Wordsworth, Q.C., and other eminent members of the profession.

Mr. E. WEBSTER read the report of the committee appointed to consider the expediency of concentrating the courts of common law and equity. The report stated that, while we prided ourselves on our laws, and considered the administration of

justice in this country one of its highest titles to the admiration of the civilised world, we had no fitting temple devoted to a department of the public service upon which so much of our liberty, happiness, and national honour depended. It was, however, with reference to the interests of the suitor that the subject mainly claimed the attention of the society. The committee considered that the erection of new superior courts of civil procedure in the metropolis had become indispensable. They also considered that it was a question of great national importance where they should be placed, and it appeared to the committee that Government, when fixing on the locality of the site, should keep a jealous eye on the movements of interested parties. The committee were of opinion that, when the new courts should be built, the entire removal of the several chambers and offices belonging to the present courts ought to be effected. At present, the chambers were separated from the courts to which they belong, and from each other. In those chambers was transacted a vast mass of important business, and it was really shameful that any judicial business should be carried on in such holes and corners. The distance from Westminster Hall of the chambers of barristers and offices of solicitors had operated most injuriously to suitors, as appeared by the evidence taken before committees of the House of Commons in 1842 and 1845. The courts should be situated so near to each other, that after an advocate had been selected and fee'd, he should be able to render the services for which he had been engaged—a result which, under the existing arrangements, was nearly impossible. The committee referred to a suggestion of Sir C. Barry, for the erection of a common hall, where the members of the legal profession could meet and have an opportunity for conversation, and expressed their approval of the suggestion. A great advantage of concentrating the courts would be, that the solicitor would be able to attend personally to his client's interests during the hearing of the cause. The committee thought that proper provision should be made for the comfort of jurors and witnesses. The fusion of law and equity which had now taken place, and which may be expected to be still further extended, and the opening of the Probate and Divorce Courts to the whole profession, rendered the concentration of the courts still more necessary. The committee expressed their disapproval of a plan for erecting the courts at Doctors' Commons, deeming such site to be objectionable, because it was only approachable through most crowded thoroughfares, whereby judges, counsel, and witnesses would be delayed in reaching the courts. The committee then referred to the proposal for erecting the new courts between Carey-street and the Strand, and declared they had no hesitation in saying, after a careful consideration of the subject, that this site is the best that had been suggested. The committee considered that if the common law courts were at Doctors' Commons, and the equity courts at Lincoln's-inn, the evils at present experienced would be continued for an indefinite period, though ultimately the concentration of the courts would be found to be indispensable. The committee then considered the question of expense connected with the project, and gave their approval to the scheme proposed in the paper published by the Incorporated Law Society. In conclusion, the committee stated that the removal of the bankruptcy or nisi prius business from the City of London was no part of the measure proposed.

Mr. ALFRED HILL said, that in Dublin all the courts, except the Encumbered Estates Court, were concentrated in one locality, and that the inconvenience of having that court at a distance was so great, that the Government were building an Encumbered Estates Court in the neighbourhood of the other courts.

Mr. E. F. MOORE disapproved of the practice of members of the bar taking a variety of business, and did not think it was desirable that the same barristers should practise in every court. Every one must admit that it was desirable to clear the site between Lincoln's-inn and the Strand, and get rid of all the vice and poverty that exist in Carey-street and the neighbourhood; but where were all that vice and poverty to go? Every one acquainted with the working of improvements must know, that when houses were taken down, they thrust thousands of persons into the suburbs of London, and make those suburbs as bad as, and perhaps worse than, the neighbourhood that had been cleared. He would not be inclined to listen to the scheme merely because it would clear one part of the town of a nuisance, and transfer it to another part. He suggested that the most central place for courts was Somerset-house. He thought the erection of the new courts should be part and parcel of a scheme for appointing a minister of justice, and carrying out the judicial system of the country.

The CHAIRMAN said, that about three years ago—being then in office—he drew the attention of the Government to the plan advocated in the well-written report which had just been read. The subject had received the attention of the Incorporated Law Society some considerable time ago. He was then in communication with many leading members of that society, and they approved very strongly of the principles contained in the plan suggested. He had put the features of the plan now presented to them before the Government; but there was some little difficulty about the financial part of it. It did not appear to him to be quite right to derive the whole of the funds required from the suitors' fund in the custody of the Court of Chancery, but he thought that a very considerable portion of the funds might be derived from that source, on the terms that Government should guarantee any portion of the fund so abstracted that might hereafter be claimed. It was found on a computation then made, that the country could afford to pay a very considerable annual sum if they received proper accommodation in this matter; and he therefore proposed as part of the financial scheme, that an annual sum should be charged upon the Consolidated Fund, being the sum paid by the Government in return for the accommodation afforded. It was his plan to have capitalized that sum by carrying it into the market, and raising upon it, at a per centage of 4 per cent., the capital sum that would be represented by it. By those financial details he thought he had almost satisfied the jealous and hesitating mind of the Chancellor of the Exchequer, and the plan might have been carried out with great safety; but governments were proverbially slow, and the English mind was still more proverbially reluctant to get rid of any old hereditary mischief. That which had been handed down to them traditionally, even should it be an old house in which they had been in the habit of living, though full of inconvenience, was cherished and revered, and very frequently treated as something necessary for their well-being and advancement. He had good reason to hope that he would have been allowed to bring in the plan in all its details in the session in which the late Government met, he would not say with an untimely end, but came to a natural death. Other events occurred which prevented those who succeeded from entertaining the subject, but he had great hopes that, if next session should not be occupied by noisier discussions, this great plan of legal reform (for so he might call it) would be entertained. He denominated it a great plan of legal reform, because it was greatly desirable that the dissociation of the various places for the administration of justice, which had so long prevailed from accidental circumstances, should be put an end to, and that all departments concerned in the administration of justice should be brought into the most easy, constant, and habitual communication. It was perfectly true that in a great number of departments the division of labour promoted utility and economy; but then that must be where all the operatives were working together for one common end, and it must not be where they had the departments of a system working in opposition to each other. To bring the legal and equitable mind into perfect unanimity, and to have one great principle for the administration of justice, and one simple and uniform mode of procedure, it was desirable that all members of the profession should be brought into the daily habit of observing the administration of justice in the superior courts—each becoming thereby, as it were, a daily critic, and the corrector of their own peculiar forms of procedure from what they observed to be inconvenient in the mode of proceeding in another place. They might thus with perfect security, and in a natural and easy manner, adopt a uniform system, and establish one series of rules for the administration of justice, as existed in every country except their own. The system of administering justice in this country had been divided by accident, and that which was our misfortune had become our characteristic. They would observe what a great misfortune it had been for the Common Law to be administered in Westminster-hall, the Equity Law in Lincoln's-inn, and the Ecclesiastical Law in that old cavern or den at Doctors' Commons. They must be brought together in the end. There was another minor advantage of union he would mention. Any one desirous of improving the administration of justice could not fail to entertain a wish that those great institutions—the Inns of Court—should flourish. He was accordingly desirous that the courts should be placed in such a locality as would not only be convenient to those societies, but would preserve the value of the property belonging to each. By adopting the site between the Temple and Lincoln's-inn, facilities could be afforded for reaching the courts from the former place by throwing a light bridge over Fleet-street, instead of the cumbrous structure at Temple-bar. The palace of justice should

be placed on its natural site, in immediate connection with the chambers and offices of those who habitually resorted to the courts of law. There was some difficulty in removing the obstacles to the plan he had referred to; but if fortune, or their own demerits, had not brought the late Government to a speedy termination at the beginning of last session, they might have looked at the end of it for the accomplishment of what they had contemplated.

The Hon. ARTHUR KINNAIRD, M.P., as a layman, expressed a hope that if the vis inertiæ, so peculiar to Governments, should manifest itself in the existing Government with respect to this great public question, the learned Chairman would himself take an early opportunity of urging it on their attention. He did not think the evil of sweeping away a vast amount of population from the proposed site was irremediable. He thought the population would gain by being dislodged from such fearful abodes, and that it would prove to them a benefit rather than an evil. Part of the ground might be reserved for erecting improved dwellings for the working classes.

Mr. HASTINGS thought that immediate action should be taken in the matter—that vis inertiæ to which the Chairman had alluded, would otherwise keep the subject in abeyance, and some half measure would meanwhile be adopted, which would be subsequently brought forward as an argument against a more comprehensive scheme. He had heard of a plan for building courts in Lincoln's-inn-fields, against which, as an injury to the whole of the neighbourhood, he must strongly protest. Nor was the erection of additional equity courts in Lincoln's-inn less to be deprecated; it would be impossible to provide there for offices as well as courts, and one-half the present evil would be left unremedied. With a view to prompt action, he would substitute for the formal motion that the report be received, the following resolution:—"That the report now read be received, and be referred to the Council, with instructions to take such immediate steps as may to them seem expedient to press the subject on the attention of the Government and the Legislature."

The Hon. ARTHUR KINNAIRD, M.P., seconded the motion.

Mr. TROWER adverted to the effect likely to be produced by the concentration of the courts on the fusion of law and equity. He called attention to the important steps that had already been taken in this direction, and urged the importance of adopting every means tending to complete what had already been begun.

Mr. T. WEBSTER referred to the practical steps necessary to be taken in furtherance of the object proposed in the report. Unless the Council could bring forward a specific plan, he did not suppose that much could be done with the Government. It appeared to him that the joint-stock system, by which so many great undertakings have been accomplished, might be applied here.

Mr. E. LAWRANCE considered the affair a national one, and that it could not be left to a joint-stock company. Looking at the question as one of principle, there could be no doubt as to the importance of the scheme of concentration. The advantages were great and undeniable. Common law and equity barristers would both be benefited by seeing the manner in which business was conducted in the different courts. With regard to the examination and cross-examination of witnesses, in which the latter were necessarily deficient, that could only be learned by practice and observation. If equity barristers had an opportunity of attending the courts of law, they would see how the most skilful men at nisi prius cross-examined; and common law barristers, by attending the Chancery Courts, might learn much from the mode of arguing there adopted. As to the evil of taking briefs in different courts, to which Mr. Moore had adverted, it would be much lessened by having all the courts in the same building. It would be a great hardship on solicitors if they could not have the services of the ablest counsel in any court.

Mr. COLLIER, M.P., considered that the subject of the report involved a great question of law reform. The separation of courts had been one great cause of the diversity of systems of procedure. He deprecated any attempt on the part of Government to deal with the matter by piecemeal.

Mr. GOLDSMID, Q.C., with reference to the scheme of the benchers of Lincoln's-inn of building new courts of equity, stated, that they had only been induced to entertain the idea from so long a period as seventeen years having elapsed since the plan of concentration was first proposed, and nothing having been yet done, and from a fear that after a similar period had elapsed, nothing might even then be accomplished.

Mr. A. WHITE thought that it was important that the subject of the report should not be considered as a mere professional one, but that the interest of the public in the matter should be fully known. He quoted from the evidence of Mr. E. Field, before the committee of the House of Commons, in 1842, to show that the effect of the offices being scattered about, and at a distance from the courts, in delaying the proceedings in the offices, and in causing the visitors to lose day after day, was far beyond what is generally supposed.

Mr. COOKSON made some observations as to the fund which it was proposed should be employed for the purpose of erecting the new buildings. The suitors' fund, composed of principal sums invested, it was not proposed to touch; the fund which they thought available was composed of the income of the former fund which had been invested, and on which there could be no claim by any one, unless every claimant on the other fund could be ascertained, and the price of Consols should be below 87, at which price it had on the average been invested.

The motion was then put and carried unanimously.

The society adjourned till Monday, the 7th February, at eight o'clock.

A special meeting of the society will be held on Saturday, for the purpose of hearing Mr. Chadwick read a paper on a subject intimately connected with the amendment of the law. The paper treats of the preparation for legislation by open commissions of inquiry, as compared with the close Cabinet method of preparation. From the great ability and experience of the author, it may be expected that much valuable information will be laid before the meeting; and as several very eminent persons have promised to attend, some interesting discussion may be anticipated. Sir James Stephen, whose views on the subject will be deserving of much attention, has consented to preside.

MANCHESTER LAW ASSOCIATION.

The annual meeting of the members of this association was held a few days since at the rooms of the association, Norfolk-street; Mr. James Crossley in the chair. Amongst the members present there were Messrs. Crossley, Beever, Baker, Cobbett, Street, Guest, Darbishire, Aston, Thorley, Clough, Wharton, Wheeler, Marriott, Radford, Barrow, Mr. Charles Aston, &c. The annual report was read by Mr. Marriott, the Honorary Secretary, and passed unanimously, and ordered to be printed. The following is a summary:—

The committee congratulate the association that the opening of the twentieth year of its existence is marked by health in its pecuniary and numerical condition. During the year several cases of practice have been submitted to the opinion of the committee, and their decisions have, it is believed, met with approval. Their attention had been directed to various legislative measures affecting the profession, and they had appointed several deputations to London and elsewhere, for the purpose of enforcing the views of the association. One deputation was appointed to oppose certain clauses of the Bill of last session for the amendment of the Probate Act; and the committee circulated a series of observations on the very injurious and objectionable tendency of the 24th clause, the effect of which would have been to neutralise the benefits of the Act of the previous year, and to produce a derogatory and unfair competition of district registrars with solicitors. Communications addressed to the principal law societies in the kingdom were also instrumental in arousing the profession to prompt and energetic action; valuable assistance being rendered by the London law societies. It is satisfactory that in the Bill, as passed, the objectionable clauses were not inserted. Another deputation had reference to a painful subject. About Midsummer last the committee directed their attention to the reported conduct of Mr. Commissioner Jemmett, and to the state of things said to exist in his Court. A sub-committee was appointed for investigation, and the committee came to the conclusion, that for the interests of the profession in Manchester, and for the sake of public justice, it was necessary to bring the matter before some competent authority; and in co-operation with the directors of the Chamber of Commerce, a deputation of the committee waited on the Lord Chancellor. In consequence of his Lordship's observations, the committee and the directors of the chamber procured the presentation of petitions to both Houses of Parliament, setting forth the charges alleged against Mr. Jemmett, and praying that Parliament, on being satisfied that the allegations were true, would forthwith adopt measures for the removal of Mr. Jemmett from his office. On the presentation of the petition to the House of Commons, the Attorney-General, by Mr. Jemmett's authority, denied the truth of the whole of the charges; and shortly afterwards, the committee received copies of the resolutions of a meeting of the attorneys and solicitors of Manchester and Salford, convened by circular, expressing disapproval of the committee's course in causing the petitions to be presented without the knowledge or sanction of the members of the association; impugning the conduct of the committee as in excess of the powers delegated to them by the rules; and calling upon the committee to apply for the withdrawal of the petitions. The committee could not recognise any right in a meeting, not of the members of the association, to require from them a justification of their proceedings. Ultimately, a special meeting of the association was convened, and was very numerously attended. A motion, declaring that the committee should first have obtained the sanction of the members of the association, at a special meeting, called for the purpose, was lost; the members being for it twenty-two, against it forty. From unavoidable delays, the petitions had not been presented till shortly before the close of the session, and too late for Parliamentary inquiry that session. Deeming it desirable that there should be an inquiry at the earliest possible period, the committee addressed a communication to the Home Secretary, but without obtaining any definite information as to the course, if any, which the Government might

be disposed to take. No further proceedings could be taken till the meeting of Parliament, when it would be competent for the member who presented the petitions, to put questions to the Government on the subject, and if thought advisable, to move for a committee of inquiry. The annual meeting of the Metropolitan and Provincial Law Association was held at Bristol, in October, and was attended by a deputation from the committee. Several valuable papers were read, and various measures of legal reform and practice considered. The committee notice with much satisfaction the active preparations now being made for the erection of Assize Courts within the city, and they look forward with confidence to the realisation at an early period of an object which in previous years had engaged the attention of the association. On the details, the committee had furnished several suggestions, upon application to them by the Assize Courts Committee of the Justices of the Hundred of Salford.—In conclusion, the committee advert with regret to the loss the association has sustained by the death of Mr. Samuel Fletcher, for many years an active member of the committee.

The accounts were passed, and the officers for the ensuing year appointed; Mr. T. P. Bunting being the president; Mr. Thomas Baker and Mr. H. W. Littler, vice-presidents; Mr James Street, treasurer; Mr. Francis Marriott, honorary secretary; and thirty other members of the association, were appointed on the committee.

A suggestion was made as to the desirability of reviving the former practice of holding four quarterly meetings of the general body of members. It was unanimously resolved that in future such quarterly meetings should be held.

Resolutions, thanking the President (Mr. William Slater) and the other officers, for their efficient services during the past year, were cordially and unanimously passed; as was also a resolution thanking Mr. Crossley for presiding.

The annual dinner of the members was fixed to be held on Tuesday, February 14.

Law Students' Journal.

In reply to the inquiry of an articled clerk, we highly approve of Williams on "Real and Personal Property," and Lewin on "Trusts," for the purpose he mentions in Sugden's "Vendors and Purchasers" is rather a difficult book for beginners; if read at all, the thirteenth edition should be obtained, and it would be well to collate it with Dart's "Vendors and Purchasers." Watkins's "Principles of Conveyancing" we should strongly recommend. Our friend will find it a good plan, after reading carefully such books as these, to take Hayes' and Jarman's "Concise Forms of Wills," and Davidson's "Concise Precedents," and to work out by reference to these precedents the general principles which he will have already mastered. We could not advise him to omit the principles of bankruptcy law from his list of subjects.—ED. *S. J.*

HILARY TERM EXAMINATION.

The examination of candidates for admission on the roll of attorneys took place at the Hall of the Incorporated Law Society, on Thursday, the 20th inst. Sir Archer D. Croft, Bart., presided, and the other examiners were Mr. E. S. Bailey, Mr. J. H. Bolton, Mr. J. S. Gregory, and Mr. E. Lawrance. The number of candidates examined was 108; of these 94 were passed, and 14 postponed.

The examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction:—

EDWARD YOUNG WESTERN, of 4, Caroline-place, Guildford-street, London, aged 21, who served his clerkship to Mr. Edward Western, of Great James-street, Bedford-row; and Messrs. Young, Vallings, & Jones, of St. Mildred's-court, London.

JAMES SLATER, of 26, Warwick-place, Pimlico, aged 22, who served his clerkship to Mr. John Hunt Thursfield, of Wednesbury; and Messrs. Ashurst & Morris, of 6, Old Jewry, London.

ROBERT PAYNE, of Oxford, aged 21, who served his clerkship to Mr. John Marriott Davenport, of Oxford; and Messrs. Davies, Son, Campbell, & Co., of Warwick-street, Regent-street, London.

CHARLES TATHAM FEARON, of Assington, Suffolk, aged 21, who served his clerkship to Messrs. Andrews & Canham, of Sudbury; and Messrs. Gosling & Girdlestone, of Gray's-inn, London.

FREDERICK BLASSON CARRITT, of 9, Milner-square, Islington, aged 22, who served his clerkship to Mr. Frederick Carritt, of Basinghall-street, London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Western, the prize of the Honourable Society of Clifford's-inn.

To Mr. Slater, the prize of the Honourable Society of Clement's-inn.

To Mr. Payne, one of the prizes of the Incorporated Law Society.

To Mr. Fearon, one of the prizes of the Incorporated Law Society.

To Mr. Carritt, one of the prizes of the Incorporated Law Society.

The examiners have also certified that the following candidates passed examinations which entitle them to commendation:

LETHBRIDGE COWLARD, of Launceston, aged 22, who served his clerkship to Messrs. Gurney & Cowlard, of Launceston; and Messrs. Bell, Steward, and Lloyd, of Lincoln's-inn-fields.

ROBERT ELLETT, of Watton, Norfolk, aged 22, who served his clerkship to Mr. Edward Robert Grigson, of Watton; and Messrs. Trinder & Eyre; and Messrs. Eyre & Lawson, of Johnstreet, Bedford-row.

HENRY IVIMEY, of 1, Ampthill-square, Hampstead-road, aged 22, who served his clerkship to Mr. Joseph Ivimey, of Southampton-buildings, London.

RAYNER LEWIS, of Tewkesbury, aged 21, who served his clerkship to Mr. Lauriston Winterbotham Lewis, of Tewkesbury; and Messrs. Brewster & Son, of Nottingham.

The Council have accordingly awarded them certificates of merit.

The examiners have further announced to the following candidates that their answers to the questions at the examination were highly satisfactory, and would have entitled them either to a prize, or a certificate of merit, if they had been under the age of 26:—

JOHN WARD, of 36, Arlington-street, Camden Town, aged 30, who served his clerkship to Messrs. Moseley and Tayler, of Old Jewry Chambers, London.

WILLIAM BECK, of 5, Shakespear-terrace, Stoke Newington, aged 33, who served his clerkship to Mr. George Tamplin, of Fenchurch-street, City.

JOHN BATTYE FENTON, of 8, Ely-place, Holborn, aged 32, who served his clerkship to Mr. Francis Tarrant Fenton, of Gravesend, and St. Benet's-place, City; and Messrs. Jaques, Edwards, and Layton, of Ely-place, London.

By order of the Council,
ROBERT MAUGHAM, Secretary.

Law Society's Hall, Jan. 27, 1859.

LAW SOCIETY'S LECTURES.

R. E. TURNER, Esq., on Common Law; Feb. 4, at 8 o'clock

CAMBRIDGE.—The Board of Legal Studies give notice that the subjects of examination for the Chancellor's medal for legal studies for the year 1860 will be the following:—1. Roman Law: The Law of Obligation and Contracts as developed in the Third Book of Gaius' Commentaries and the Third Book of Justinian's Institutes, and explained in Mackeldey's "Systema Juris Romani," and Sandars' Commentary. 2. English Law: (*a*) Story on Bailments; (*b*) Broom's Commentaries on the Common Law of England, Book IV. 3. English History: The reigns of Elizabeth and James I. (with special reference to Hume, Lingard, and Hallam). 4. International Law: Kent's Commentaries, Vol. I., Part 1.; Wheaton on the Right of Search.

GRAY'S-INN.—At a pension of this honourable society, held on Wednesday last, the undernamed gentlemen were called to the degree of barrister-at-law; viz.—Ben. Thomas Williams, Esq., of the University of Glasgow, M.A., and of Carmarthen College, in the University of London, the eldest son of the Rev. Thomas Rayson Williams, late of Merryvale, Narberth, Pembrokeshire, deceased; and Edward Joseph Thackwell, Esq., the first son of Lieutenant-General Sir Joseph Thackwell G.C.B., of Aghada-hall, in the county of Cork.

INNER TEMPLE, Jan. 26.—The undermentioned gentlemen were this day called to the bar by the Hon. Society of the Inner Temple; viz.—Eyre Lloyd, Esq., B.A.; Richard Freville Huntley, Esq., B.A.; John Rolt, jun., Esq., B.A.; Robert John Garraway, Esq.; Richard Thomas Martin, Esq.; Matthew Forster, jun., Esq., M.A.; John Bateson, Esq., B.A.; Charles Wm. Woodall, Esq., B.A.; Joseph Fenwick, Esq., B.A.; Wm. John Ewins Bennett, Esq., B.A.; Joseph Stanfield Grimshaw Esq., B.A.; Hon. Edward Chandos Leigh, M.A.; William Emerson Tennent, Esq.; William Bacon Grey, Esq., B.A.; Thomas Serle, Esq.; John Thomson FitzAdam, Esq.; and Thomas Bond Sprague, Esq., M.A.

MIDDLE TEMPLE.—Barristers-at-Law (Hilary Term, 1859), Jan. 26.—The undermentioned gentlemen were this day called to the degree of the Utter Bar by the Hon. Society of the Middle Temple:—William Pain Weston Norsworthy, Esq., of Salt-hill, Slough; James C. O'Dowd, Esq., of Trinity College, Dublin, and of 5, Paper-buildings; Charles Edward Jemmett, Esq., of Exeter College, Oxford, B.A., and of 41, Chancery-lane; Joseph William Hume Williams, Esq., of Trinity College, Dublin; Richard Searle, Esq., of 5, Hare-court; Richard John Hodges, Esq., of Worcester College, Oxford, M.A., and of Little Barrington, near Burford; Henry Richard Burn, Esq., of Worcester College, Oxford, and of 6, Bloomfield-crescent, Westbourne-terrace; and Peter Clarkson Reed, Esq., of 2, Middle Temple-lane.

CANDIDATES WHO PASSED THE EXAMINATION.

HILARY TERM, 1859.

Names of Candidates.	*To whom Articled, Assigned, &c.*
Anstie, Frederick	G. W. Anstie.
Baker, Charles William	Thomas Baker.
Barber, Fairless	Joseph Barber.
Barker, John Edward, M.A.	Rose & Parrott.
Barnard, William, jun.	H. S. Lawford.
Barton, Walter	W. S. T. Sandilands.
Beck, William	George Tamplin.
Bishop, Howard Arthur	John Chubb.
Bloxam, William Tucker	C. J. Bloxam; J. J. Blandy.
Boteler, Frederic Lawrance	William Henry Ashurst.
Brown, Charles William	Charles James Brown.
Burgoyne, Montagu Thomas	Thomas Burgoyne.
Butler, Charles Edward Kingstone	Griffith Thomas.
Carritt, Frederick Blaxson	Frederick Carritt.
Carter, William Rawson	Charles Harrison Clarke.
Chapman, Ralph	B. Lovibond; William Glyde.
Cowlard, Lethbridge	L. Cowlard.
Davis, George Richard	Frederick Bowker.
Dawes, Richard, jun.	George Dawes.
Day, Wallace, M.A.	William Jones.
Donne, Stephen	Francis Parker.
Downes, Robert Arthur	J. John Peele.
Ellett, Robert	Edward Robert Grigson.
Elwin, Edwin, jun.	Edward Elwin.
Fearon, Charles Tatham	George William Andrews.
Fenton, John Battye	F. T. Fenton; Henry Edwards.
Foster, Frederick Charles	Benjamin Lovibond.
Fowle, William	Thomas Fowle.
Garwood, Thomas, jun.	Thomas Garwood; William Fowler.
Gratton, Charles Joseph	J. Cutts; R. Thomas Gratton.
Greenfield, Francis Charles	Edmund Gough; J. C. Williams.
Hales, Francis Richard	Robert Boak Baker.
Hanney, Charles James Jenkins	R. Enfield; George Rawson; W. Enfield.
Harcourt, Clarence	J. Caleb Selby; William Stopher.
Hawksford, Francis, B.A.	John Hawksford.
Hayward, Thomas	H. R. Hill; George M. Hughes.
Hearfield, John, jun.	Charles Preston.
Hempson, George	Thomas Lott.
Hill, Humphry Gryffs	Frederick Hill.
Hills, Charles	Mercer & Edwards.
Hopps, Joseph	George Rawson.
Hotson, Campbell Majoribanks	John Hotson.
Hughes, William Lloyd	T. B. Collier; George M. Gray.
Hyde, Thomas Garmston	John Tymbs.
Ivens, Thomas Frederick	John Fortescue.
Iveson, Arthur, jun.	Arthur Iveson.
Ivimey, Henry	Joseph Ivimey.
Jackson, George Frederick	William Marshall; W. Rennolls.
Langridge, William Kirby Johnson	G. P. Hill; H. Charles Chilton.
Leake, Richard Francis	William Savage Poole.
Lewis, Rayner	L. W. Lewis; J. T. Brewster.
M'Milin, John	Alfred King.
Meadows, George	Edwin Martin.
Mole, Richard Lovelace Homer	F. Mole; John S. Newton.
Newstead, Christopher John	Henry Newstead.
Norton, Charles	John Cooke; G. M. Wetherfield; J. B. May; Henry Moore.
Owen, Henry James	Henry Nethersole.
Paddison, Howard, B.A.	David S. Maurice.
Parker, Frederick Searli	Henry Parker.
Payne, Robert	J. M. Davenport.
Payne, William	J. Payne; Alexander R. Payne.
Peck, Kenrick	George B. Hume; William Giles.
Perham, Henry John	Thomas Hamlin.
Redfern, William	S. Shuttleworth; T. Redfern, jun.
Reed, Frederick Wood	Frederic John Reed.
Reed, Theophilus Haythorne	P. O. H. Reed; J. H. B. Carslake; H. A. Reed.
Rooke, Abraham	Julius Partridge.
Rowbotham, Lever Robert	Thomas Frederick Taylor.
Saul, Silas George	Silas Saul.
Sharp, Charles Kirkpatrick	Arthur Digby.
Slater, James	John H. Thursfield; John Morris.
Smale, Clement, B.A.	John Smale Torr.
Smith, Henley Gross, B.A.	George Allistou; Joseph Maynard.
Sowerby, Thomas	John Page Sowerby.
Spencer, Richard Evans	Richard Wyndham Williams.
Starling, Benjamin	Charles G. Jones.
Stewart, Thomas Ward	Philip Holmes Stanton.
Suter, Alexander	Edmund M. Wavell.
Taylor, Joseph William	John Taylor.
Till, Frederick James	John Moxon Clabon.
Toller, Alfred Weyman	William Gribble, un.
Upton, James Richard, B.A.	Archer Thomas Upton.
Valpy, Leonard Rowe	A Colonial Solicitor.
Vant, William	George Fry.
Ward, Francis William	John P. Bickersteth; C. William Squarey.
Ward, John	John K. Moseley.
Warden, John Charles	J. P. Motteram; F. Knight.
Ware, Samuel, jun.	Clement Henry Venn.
Warren, George Gordon	J. L. Warren; W. B. Collis; H. S. Westmacott.
Wedgwood, James Mackintosh	John M. Clabon.
Western, Edward Young	Edward Western; John A. Young.
White, Walter	Edwin Force.
Wilson, John Seyer Worrall	William Vizard.
Wire, Travers Barton	Henry Child.

Court Papers.

Judicial Committee of the Privy Council.

The Judicial Committee will commence sitting for the despatch of business on Tuesday, February 1st, 1859, at half-past 10 a.m.

Whence.	Appellants.	Respondents.
Bengal	Moheshur Singh	The Government.
New South Wales.	Kirchner and Others.	Venus.
"	Lord	The Commissioners for the City of Sydney.
Jersey	Falle	Le Sueur and Le Huguet (to be heard Feb. 3).
"	Godfray and Others	Coulman.
High Court of Admiralty	Gibsone	The Anglo-French Steam Ship Company (Limited) and Others (The "Thomas").
"	Gibsone	The Anglo-French Steam Ship Company (Limited), (The "Ernestine" cross action with the "Thomas").
"	Baker and Others	Reinders and Others (The "Grootzeewyk").
"	Cross and Others	The London and Limerick Steam Shipping Company (The "European").
Madras	The East India Company	Robertson and Others.
	JUDGMENT.	
Canada	Miner	Gilmour.

Court of Chancery.

SITTINGS.—AFTER HILARY TERM, 1859.

LORD CHANCELLOR.

At Lincoln's Inn.

Tuesd. Feb.	8	*The First Seal.*—App. Mtns. & Apps.
Wednesday	9	Petitions.
Thursday	10	Appeals.
Friday	11	
Saturday	12	
Monday	14	
Tuesday	15	
Wednesday	16	*The Second Seal.*—App. Mtns. & Apps.
Thursday	17	Appeals.
Friday	18	
Saturday	19	
Monday	21	
Tuesday	22	
Wednesday	23	*The Third Seal.*—App. Mtns. & Apps.
Thursday	24	Appeals.
Friday	25	
Saturday	26	
Monday	28	
Tuesd. Mar.	1	
Wednesday	2	*The Fourth Seal.*—App. Mtns. & Apps.
Thursday	3	Appeals.
Friday	4	
Saturday	5	
Monday	7	
Tuesday	8	
Wednesday	9	*The Fifth Seal.*—App. Mtns. & Apps.
Thursday	10	Appeals.
Friday	11	
Saturday	12	
Monday	14	
Tuesday	15	
Wednesday	16	*The Sixth Seal.*—App. Mtns. & Apps.
Thursday	17	Appeals.
Friday	18	
Saturday	19	
Monday	21	
Tuesday	22	
Wednesday	23	
Thursday	24	
Friday	25	Petitions.
Saturday	26	*The Seventh Seal.*—App. Mtns. & Apps.

NOTICE.—Such days as his Lordship is hearing Appeals in the House of Lords are excepted.

The Easter Vacation will commence on Thursday, 31st March, and terminate on Saturday, 9th April, both days inclusive.

MASTER OF THE ROLLS.

At Chancery Lane.

Tuesd. Feb.	8	*The First Seal.*—Motions.
Wednesday	9	General Paper.
Thursday	10	
Friday	11	
Saturday	12	
Monday	14	
Tuesday	15	
Wednesday	16	*The Second Seal.*—Motions.
Thursday	17	General Paper.
Friday	18	
Saturday	19	
Monday	21	
Tuesday	22	
Wednesday	23	*The Third Seal.*—Motions.
Thursday	24	General Paper.
Friday	25	
Saturday	26	Gen. Petn. Day.
Monday	28	General Paper.
Tuesd. Mar.	1	
Wednesday	2	*The Fourth Seal.*—Motions.
Thursday	3	General Paper.
Friday	4	
Saturday	5	
Monday	7	
Tuesday	8	
Wednesday	9	*The Fifth Seal.*—Motions.
Thursday	10	General Paper.
Friday	11	
Saturday	12	
Monday	14	
Tuesday	15	
Wednesday	16	*The Sixth Seal.*—Motions.

Thursday	17	General Paper.
Friday	18	
Saturday	19	
Monday	21	
Tuesday	22	
Wednesday	23	Gen. Petn. Day.
Thursday	24	Rem. Pets. & Gen. Paper.
Friday	25	
Saturday	26	*The Seventh Seal.*—Motions.

Unopposed Petitions, Short Causes, Short Claims, Consent Causes, Claims, and Adjourned Summonses, every *Saturday*. The Unopposed Petitions will be taken first, and must be presented, and Copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard.

THE LORDS JUSTICES.

At Lincoln's Inn.

Tuesd. Feb.	8	*The First Seal.*—App. Mtns. & Apps.
Wednesday	9	Appeals.
Thursday	10	
Friday	11	Petns. in Lun. & Bktcy., App. Petns., and Appeals.
Saturday	12	
Monday	14	Appeals.
Tuesday	15	
Wednesday	16	*The Second Seal.*—App. Mtns. & Apps.
Thursday	17	Appeals.
Friday	18	Petns. in Lun. & Bktcy., App. Petns., and Appeals.
Saturday	19	
Monday	21	Appeals.
Tuesday	22	
Wednesday	23	*The Third Seal.*—App. Mtns. & Apps.
Thursday	24	Appeals.
Friday	25	Petns. in Lun. & Bktcy., App. Petns., and Appeals.
Saturday	26	
Monday	28	Appeals.
Tuesd. Mar.	1	
Wednesday	2	*The Fourth Seal.*—App. Mtns. & Apps.
Thursday	3	Appeals.
Friday	4	Ptns. in Lunacy & Bankruptcy, App. Ptns., & Apps.
Saturday	5	
Monday	7	Appeals.
Tuesday	8	
Wednesday	9	*The Fifth Seal.*—App. Mtns. & Apps.
Thursday	10	Appeals.
Friday	11	Ptns. in Lunacy & Bankruptcy, App. Ptns. & Apps.
Saturday	12	
Monday	14	Appeals.
Tuesday	15	
Wednesday	16	*The Sixth Seal.*—App. Mtns. & Apps.
Thursday	17	Appeals.
Friday	18	Petns. in Lun. & Bktcy., App. Petns., and Appeals.
Saturday	19	
Monday	21	
Tuesday	22	Appeals.
Wednesday	23	
Thursday	24	
Friday	25	Petns. in Lun. & Bktcy., App. Petns., and Appeals.
Saturday	26	*The Seventh Seal.*—App. Mtns. & Apps.

NOTICE.—The days (if any) on which the LORDS JUSTICES shall be engaged in the full Court, or at the Judicial Committee of the Privy Council, are excepted.

V. C. SIR R. T. KINDERSLEY.

At Lincoln's Inn.

Tuesday, Feb.	8	*The First Seal.*—Mtns. & Gen. Pap.
Wednesday	9	General Paper.
Thursday	10	
Friday	11	Petitions.
Saturday	12	Sht. Causes, Sht. Cls., Adj. Sumns., & Gen. Paper.
Monday	14	General Paper.
Tuesday	15	
Wednesday	16	*The Second Seal.*—Mtns. & Gen. Paper.
Thursday	17	General Paper.
Friday	18	Petitions.
Saturday	19	Sht. Causes, Sht. Cls., Adj. Sumns., & Gen. Pap.
Monday	21	General Paper.
Tuesday	22	
Wednesday	23	*The Third Seal.*—Mtns. & Gen. Pap.
Thursday	24	General Paper.
Friday	25	Petitions.
Saturday	26	Sht. Causes, Sht. Cls., Adj. Sumns., & Gen. Paper.
Monday	28	General Paper.
Tuesday Mar.	1	
Wednesday	2	*The Fourth Seal.*—Mtns. & Gen. Pap.
Thursday	3	General Paper.
Friday	4	Petitions.
Saturday	5	Sht. Causes, Sht. Cls., Adj. Sumns., & Gen. Pap.
Monday	7	General Paper.
Tuesday	8	
Wednesday	9	*The Fifth Seal.*—Mtns. & Gen. Pap.
Thursday	10	General Paper.
Friday	11	Petitions.
Saturday	12	Sht. Causes, Sht. Cls., Adj. Sumns., & Gen. Pap.
Monday	14	General Paper.
Tuesday	15	
Wednesday	16	*The Sixth Seal.*—Mtns. & Gen. Pap.
Thursday	17	General Paper.
Friday	18	Petitions.
Saturday	19	Sht. Causes, Sht. Cls., Adj. Sumns., & Gen. Pap.
Monday	21	General Paper.
Tuesday	22	
Wednesday	23	
Thursday	24	Petitions.
Friday	25	Sht. Causes, Sht. Cls., Adj. Sumns., & Rem. Pets.
Saturday	26	*The Seventh Seal.*—Motions.

V. C. SIR JOHN STUART.

At Lincoln's Inn.

Tuesday Feb.	8	*The First Seal.*—Mtns. & Gen. Pap.
Wednesday	9	General Paper.
Thursday	10	
Friday	11	Petns. & Gen. Pap.
Saturday	12	Sht. Causes, Sht. Cls., & Gen. Pap.
Monday	14	General Paper.
Tuesday	15	
Wednesday	16	*The Second Seal.*—Mtns. & Gen. Pap.
Thursday	17	General Paper.
Friday	18	Petns. & Gen. Pap.
Saturday	19	Sht. Causes, Sht. Cls., & Gen. Pap.
Monday	21	General Paper.
Tuesday	22	
Wednesday	23	*The Third Seal.*—Mtns. & Gen. Paper.
Thursday	24	General Paper.
Friday	25	Petns. & Gen. Pap.
Saturday	26	Sht. Causes, Sht. Cls., & Gen. Pap.
Monday	28	General Paper.
Tuesd. Mar.	1	
Wednesday	2	*The Fourth Seal.*—Mtns. & Gen. Pap.
Thursday	3	General Paper.
Friday	4	Petns. & Gen. Pap.
Saturday	5	Sht. Causes, Sht. Cls., & Gen. Pap.
Monday	7	General Paper.
Tuesday	8	
Wednesday	9	*The Fifth Seal.*—Mtns. & Gen. Paper.
Thursday	10	General Paper.
Friday	11	Ptns. & Gen. Pap.
Saturday	12	Sht. Causes, Sht. Cls., & Gen. Pap.
Monday	14	General Paper.
Tuesday	15	
Wednesday	16	*The Sixth Seal.*—Mtns. & Gen. Pap.
Thursday	17	General Paper.
Friday	18	Ptns. & Gen. Pap.
Saturday	19	Sht. Causes, Sht. Cls., & Gen. Pap.
Monday	21	General Paper.
Tuesday	22	
Wednesday	23	
Thursday	24	
Friday	25	Ptns., Sht. Causes, Sht. Cls., & Gen. Paper.
Saturday	26	*The Seventh Seal.*—Motions.

V. C. SIR W. PAGE WOOD.

At Lincoln's Inn.

Tuesday Feb.	8	*The First Seal.*—Mtns. & Gen. Pap.
Wednesday	9	General Paper.
Thursday	10	
Friday	11	
Saturday	12	Petns., Sht. Causes, Cls., & Gen. Pap.
Monday	14	General Paper.
Tuesday	15	
Wednesday	16	*The Second Seal.*—Mtns. & Gen. Pap.
Thursday	17	General Paper.
Friday	18	
Saturday	19	Ptns., Sht. Causes, Cls., & Gen. Pap.
Monday	21	General Paper.
Tuesday	22	
Wednesday	23	*The Third Seal.*—Mtns. & Gen. Pap.
Thursday	24	General Paper.
Friday	25	
Saturday	26	Petns., Sht. Causes, Cls., & Gen. Pap.
Monday	28	General Paper.
Tuesday Mar.	1	
Wednesday	2	*The Fourth Seal.*—Ptns. & Gen. Paper.
Thursday	3	General Paper.
Friday	4	
Saturday	5	Ptns., Sht. Causes, Cls., & Gen. Pap.
Monday	7	General Paper.
Tuesday	8	
Wednesday	9	*The Fifth Seal.*—Mtns. & Gen. Paper
Thursday	10	General Paper.
Friday	11	
Saturday	12	Ptns., Sht. Causes Cls., & Gen. Pap.
Monday	14	General Paper.
Tuesday	15	
Wednesday	16	*The Sixth Seal.*—Mtns. & Gen. Pap.
Thursday	17	General Paper.
Friday	18	
Saturday	19	Ptns., Sht. Causes, Cls., & Gen. Pap.
Monday	21	General Paper.
Tuesday	22	
Wednesday	23	
Thursday	24	
Friday	25	Ptns., Sht. Causes, Cls., & Gen. Pap.
Saturday	26	*The Seventh Seal.*—Motions.

The Master of the Rolls has appointed Monday, the 31st of January, 1859, at the Rolls Court, Chancery-lane, at four in the afternoon, for swearing solicitors.

Every person desirous of being sworn on the above day must leave his Common Law Admission, or his Certificate of Practice for the current year, at the Secretary's Office, Rolls-yard, Chancery-lane, on or before Saturday, the 29th of January, 1859.

Queen's Bench.

NEW CASES.—HILARY TERM, 1859.

NEW TRIAL PAPER.

London. The Queen *v.* The Saddlers' Company.
Liverpool. Smith and Others *v.* Rostron.

SPECIAL PAPER.

Dem. Lindsey *v.* Gadney and Others.

The following days have been appointed for the admission of attorneys in the Court of Queen's Bench—

Saturday ..... Jan. 29 | Monday ..... Jan. 31

Common Pleas.

NEW CASES.—HILARY TERM, 1859.

DEMURRER PAPER.

Case by Order. Valente *v.* Gibbs and Others.
Gibbs and Others *v.* Valente.

This Court will, on Saturday, the 5th, Monday, the 7th, and Saturday, the 12th days of February next, hold Sittings in Banco, and will proceed in disposing of the cases in the New Trial and Demurrer Papers, and will also give judgment in the cases that will then be standing over for the consideration of the Court.

Court of Exchequer.

This Court will hold sittings on Tuesday the 8th, Wednesday the 9th, Thursday the 10th, Friday the 11th, Saturday the 12th, and Monday the 14th days of February next, and will at such sittings proceed in disposing of the business then pending in the paper of new trials and in the special power, and will also hold a sitting on Thursday, the 24th day of February next, and will, on the said 24th day of February next, proceed in giving judgment in all matters then standing for judgment.

FRED. POLLOCK. W. H. WATSON.
SAMUEL MARTIN. W. F. CHANNELL.

Exchequer of Pleas.

SITTINGS at NISI PRIUS in Middlesex and London, before the Right Hon. Sir FREDERICK POLLOCK, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, after HILARY TERM, 1859.

Middlesex.

Tuesday	Feb. 1	Special Juries.
Wednesday	„ 2	
Thursday	„ 3	
Friday	„ 4	
Saturday	„ 5	
Monday	„ 7	Special and Common Juries.
Tuesday	„ 8	
Wednesday	„ 9	
Thursday	„ 10	
Friday	„ 11	
Saturday	„ 12	

London.

Monday	Feb. 14	Special Juries.
Tuesday	„ 15	
Wednesday	„ 16	
Thursday	„ 17	
Friday	„ 18	
Saturday	„ 19	
Monday	„ 21	Special and Common Juries.
Tuesday	„ 22	
Wednesday	„ 23	
Thursday	„ 24	
Friday	„ 25	
Saturday	„ 26	
Monday	„ 28	

The Court will sit at 10 o'clock.

There will be a Second Court for the trial of Common Jury Causes when necessary.

This Court will hold Sittings on Tuesday, the 8th, Wednesday, the 9th, Thursday, the 10th, Friday, the 11th, Saturday, the 12, and Monday, the 14th days of February next, and will at such sittings proceed in disposing of the business then pending in the paper of New Trials, and in the Special Paper; and will also hold a sitting on Thursday, the 24th day of February next, and will, on the said 24th day of February next, proceed in giving judgment in all matters then standing for judgment.

Court for Divorce and Matrimonial Causes.

The full Court will sit at Westminster on—

Tuesday	Feb. 1	Friday	Feb. 4
Wednesday.....	„ 2	Saturday	„ 5

Probate and Divorce Court.

In consequence of its becoming necessary to devote the whole strength of the office to the preparation of the calendars for the last hour of the day, the Principal Registry of the Court of Probate, and the Registry of the Court for Divorce and Matrimonial Causes will not be opened to the public after 3 o'Clock during the month of February.

County Courts.

AMENDMENTS OF RULES, ORDERS, AND FORMS FOR REGULATING THE PRACTICE OF THE COUNTY COURTS.

In pursuance of the powers vested in us by the Act 19 & 20 Vict. c. 108, we, James Manning, John Herbert Koe, Edward Cooke, John Worlledge, and William Furner, have framed the following rules, orders, and forms, as amendments of the rules, orders, and forms heretofore framed by us, and we do hereby certify the same to the Lord Chancellor accordingly.

J. MANNING. J. WORLLEDGE.
J. H. KOE. W. FURNER.
E. COOKE.

(TO BE ADDED TO RULE 6.)

Provided that an office need not be kept open in more than one place within the district of a court, although the court is holden at more than one place within the district, unless the Lord Chancellor shall otherwise direct. Provided also, that during the days on which, in such district, the court is held in any place other than that where the registrar's office is situate, the office may be closed.

(TO FOLLOW RULE 198.)

199. In all cases where a petition for protection from process is filed in a county court, the registrar of the court shall deliver to the petitioner an interim order for protection, signed by the judge of the court, which order may be signed by the judge at the sitting of such court, or elsewhere wherever he may be.

(TO BE SUBSTITUTED FOR FORM 71.)

Notice to plaintiff of admission of claim, under sect. 8 *of* 13 *&* 14 *Vict. c.* 61.

No. of plaint.

(Seal.)

In the county court of ——, holden at ——.

Between A. B., plaintiff,
and
C. D., defendant.

I do hereby give you notice, that the defendant has filed a statement confessing and admitting the amount claimed by you [and proposing to pay the same by instalments of ——], and that it will not be necessary for you to attend on the day of hearing [unless you object to receive the same by instalments as proposed], but judgment will not be entered unless you shall pay to the registrar on or before such day the sum of ——, being the fee for the judgment, or shall remit the said sum to the registrar by post-office order or otherwise.

Dated this —— day of —— 18—.

To the plaintiff. Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

(TO BE SUBSTITUTED FOR FORM 72.)

Notice to plaintiff, under sect. 8 *of the* 13 *&* 14 *Vict. c.* 61, *of admission of part of claim.*

No. of plaint.

In the county court of ——, holden at ——.

(Seal.)

Between A. B., plaintiff,
and
C. D., defendant.

I do hereby give you notice, that the defendant has filed a statement confessing and admitting £——, part of the amount claimed by you [and proposing to pay the same by instalments of ——].

If you consent to accept the amount so admitted [and to the mode of payment by instalments as proposed], it will not be necessary for you to attend on the day of hearing; but judgment will not be entered unless you shall pay to the registrar on or before such day the sum of ——, being the fee for the judgment, or shall remit the said sum to the registrar by post-office order or otherwise.

If, however, you do not consent to accept the sum so admitted, in satisfaction of your claim, you must be prepared to prove the same.

Dated this —— day of —— 18—.

To the plaintiff. Registrar of the Court.

Hours of attendance at the office of the registrar [*place of office*] from ten till four, except on [*here insert the day on which the office will be closed*], when the office will be closed at one.

I approve of these rules, orders, and forms, to come into force in all county courts on the 11th day of January, 1859.

Jan. 3, 1859. CHELMSFORD, C.

A SCALE OF COSTS AND CHARGES

To be paid to Counsel, Proctors, Solicitors, and Attorneys, in respect of proceedings in the County Courts, under the Court of Probate Act, 20 *&* 21 *Vict. c.* 77, *and under the Act* 21 *&* 22 *Vict. c.* 95.

The same costs and charges are now paid to counsel and attorneys in the County Courts, under the provisions of sect. 33 of the Act of the 19 & 20 Vict. c. 108, shall be paid to counsel, proctors, solicitors, and attorneys, in respect of proceedings in the County Courts, under the Acts 20 & 21 Vict. c. 77, and 21 & 22 Vict. c. 95, except that the fee to counsel and clerk may be a sum not exceeding £5 10s.

In pursuance of the powers vested in us by the Acts 19 & 20 Vict. c. 108, and 21 & 22 Vict. c. 95, we have framed the above, and we do hereby certify the same to the Lord Chancellor accordingly.

J. MANNING. J. WORLLEDGE.
J. H. COE. W. FURNER.
E. COOKE.

I approve of the above, to come into force in all County Courts on the 11th day of January, 1859.

January 3, 1859. CHELMSFORD, C.

Spring Circuits.—1859.

NORFOLK.

Lord Chief Justice COCKBURN and Lord Chief Baron POLLOCK.

Aylesbury	Tuesday	Mar. 8
Bedford	Monday	„ 14
Huntingdon	Thursday	„ 17
Cambridge	Saturday	„ 19
Bury St. Edmunds	Thursday	„ 24
Norwich	Wednesday	„ 30

OXFORD.

Hon. Justice CROMPTON and Mr. Baron CHANNELL.

Reading	Saturday	Feb. 26
Oxford	Wednesday	Mar. 2
Worcester	Saturday	„ 5
Stafford	Thursday	„ 10
Shrewsbury	Saturday	„ 19
Hereford	Wednesday	„ 23
Monmouth	Saturday	„ 26
Gloucester	Wednesday	„ 30

Births and Deaths,

BIRTHS.

PAIN—On Jan. 22, at 8 Phillimore-terrace, Kensington, the wife of Thomas Pain, Barrister, of a son.

PRITCHARD—On Jan. 21, at 8 Copthall-park Villas, Twickenham, Mrs. W. T. Pritchard, of a daughter.

WITTY—On Jan. 22, the wife of Richard Henry Witty, of Essex-street, Strand, and 17 Torrington-square, Bloomsbury, of a son.

DEATHS.

BELLAMY—On Jan. 26, at Fen-house, Wivelsfield, Thomas Jones Bellamy, Esq., for many years an active magistrate for the county of Sussex, aged 70.

HELPS—On Jan. 25, Walter Bromfield Helps, third son of Richard Helps, Esq., of the city of Gloucester, aged 10 years and 11 months.

PEARSON—On Jan. 19, at Kirkby Lonsdale, aged 62, Francis Pearson, Esq., Solicitor.

RICHARDS—On Jan. 23, in the 82nd year of his age, Stephen Richards, Esq., of 2 Tavistock-square, late one of the Masters in her Majesty's Court of Exchequer.

SMITH—On Jan. 27, George Norman, youngest child of F. Wickings Smith, Esq., 63 Lincoln's-inn-fields, and Lee, Kent.

TAYLOR—On Jan. 23, aged 13, Reginald George, the beloved younger son of John Taylor, Esq., Gray's-inn-square.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	228	228 6½	228	228	227 9	229
3 per Cent. Red. Ann...	96½ ⅜	96⅜ ⅜	96⅜ ⅜	96⅜ 6	96⅜ ½	96⅜
3 per Cent. Cons. Ann...	95⅝ ⅜	95⅝ ⅜	95⅝ ½	96⅜ ⅜	95⅝ ½	95⅝
New 3 per Cent. Ann...	96⅜ ½	96⅜ ⅜	96⅜ ½	96½	96⅜ ⅜	96⅜
New 2½ per Cent. Ann.	..	79⅝	..	..	..	..
Long Ann. (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1860)	..	..	..	..	..	..
Do. 30 years (exp. Jan. 5, 1880)	..	..	..	..	..	..
Do. 30 years (exp. Apr. 5, 1885)	..	18½	18 3-16	18¼	18¼	18 3-16
India Stock.....	224	221½	..	..	..	..
India Loan Debentures..	..	..	..	..	..	..
India Scrip, Second Issue	..	..	..	..	..	..
India Bonds (£1,000) ..	..	..	..	..	..	22s3dp
Do. (under £1000)	..	..	..	21s p	24s p	22s3dp
Exch. Bills (£1000) Mar.	40s p	39s41s p	37s p	37s39s p	..	..
Ditto June....	40s p	38s40s p	37s p	37s36s p	35s p	..
Exch. Bills (£500) Mar.	37s40s p	..	..	..	..	36s36p
Ditto June....	40s p	..	..	..	..	..
Exch. Bills (Small) Mar.	40s p	38s p	40s p	..	..	..
Ditto June	40s p	38s p	..	..	36s p	35s36p
Do. (Advertised) Mar.	..	..	..	..	..	..
Ditto June	..	..	..	..	..	..
Exch. Bonds, 1858, 3½ per Cent.	..	..	..	..	100⅝	..
Exch. Bonds, 1859, 3½ per Cent.	..	..	100½	..	..	..

Insurance Companies.

	PAID.	PER SHARE.
Equity and Law	£5 19 10	..
English and Scottish Law Life	3 5 0	..
Law Fire	2 10 0	4 0 0
Law Life	10 0 0	..
Law Reversionary Interest.....	25 0 0	23 6 8
Legal and General Life	6 9 0	..
London and Provincial Law	3 12 6	..

Railway Stock.

RAILWAYS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Birk. Lan. & Ch. Junc.	..	..	..	..	..	..
Bristol and Exeter	94½	94½ ¾ 5	95	95	..	95
Caledonian.....	85 4¾	85 6	85½ 6	85½	86½ 6	85½
Chester and Holyhead..	48½	48½ 8	..	47⅞ 8½	..	47⅞ 8½
East Anglian	..	..	..	..	..	..
Eastern Counties	62½ ½	62½ ½	62½ ½	62½ 2	62½ 1½	62½
Eastern Union A. Stock.	..	..	..	..	..	..
Ditto B. Stock	..	..	..	30½	..	30½ 30
East Lancashire	..	..	..	..	..	95½
Edinburgh and Glasgow	69	..	..	..	..	..
Edin. Perth, and Dundee	29 ⅝ ½	29½ 30	29½ 30	29½	..	29½
Glasgow & South-Westn.	..	..	..	..	..	..
Great Northern	104⅝	104⅛ 5	105	104⅛	104⅛	104⅛ 5
Ditto A. Stock	87½	87½ 9	..	88	..	88
Ditto B. Stock	..	133 2½	132 ½	132	..	132
Gt. South & West. (Ire.)	..	..	..	..	..	..
Great Western	55⅝ ½	55⅝ 4½	54 ½	54 ⅛ ½	55⅝ 5	54⅛ 5⅝
Do. Stour Vly. G. Stk.	..	..	..	..	..	..
Lancashire & Yorkshire	97⅜ ½	97½ ⅜ ½	97½	96 ⅞ 7½	97⅛ 6⅞	96⅞
Lon. Brighton & S. Coast	113⅜ ½	113½	..	113 12	113½ ½	109½ x d
London & North-Wstrn..	96½ ⅜ ⅝	96½ ½	96½ ½	96½ 5⅝	96⅝ 6	96½ ½
London & South-Westrn.	94½ ½	94½ ⅜ ½	94½ ½	94½	..	94½ 6
Man. Sheff. & Lincoln..	38 ½	38⅜ ½	..	37½	37⅜ 8½	37½ 8½
Midland	102½ ⅜	102½ ½	102½ ½	102½ 2	102½	102½ ½
Ditto Birm. & Derby	..	78	78	..	..	77
Norfolk	..	66 5	..	..	65½	65½
North British	62 ½	62 ½	62 ½	61⅝ 2½	62½ ⅜	61 ⅝ ½
North-Eastern (Brwck.)	93½ ½	93½ ½	93½	93 2½	93½	93
Ditto Leeds	..	48½	43½	48½ 7½	..	48½ ½
Ditto York	77½ ½	77½ 7	77	77½ ½	77⅛ 6½	77½ ½
North London	..	..	..	..	..	..
Oxford, Worc. & Wolver.	..	32 3½	33 ½	32½ 2	..	32½ 2
Scottish Central	..	..	..	..	..	..
Scot. N.E. Aberdeen Stk.	..	..	..	..	..	..
Do. Scotsh. Mid. Stk.	..	..	..	..	..	..
Shropshire Union	..	..	..	..	..	..
South Devon	..	..	..	..	..	..
South-Eastern	74½ ½	74½ ½	74 ½	73½ ½	..	73½ 4½
South Wales	..	..	..	74	..	..
Vale of Neath	90 ½	90½ ½	90½	..	90	90½ 90

London Gazettes.

Bankrupts.

TUESDAY, *Jan.* 25, 1859.

ATKINSON, JOHN, sen., Flax Spinner, Shaw Mills, Bishop Thornton, Ripley. *Com.* West: Feb. 11 and Mar. 11, at 11; Commercial-bldgs., Leeds. *Off. Ass.* Young. *Sols.* North & Son, Leeds; or Granger, Leeds. *Pet.* Jan. 21.

BARKER, WILLIAM, & WILLIAM THOMAS BARKER, Earthenware Manufacturers, Buralem, Staffordshire. *Com.* Sanders: Feb. 4 & 24, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* Harding, Birmingham; or Smith, Birmingham. *Pet.* Jan. 13.

BAVIN, JOHN, Milliner, Norwich. *Com.* Goulburn: Feb. 7, at 11; and Mar. 7, at 1; Basinghall-st. *Off. Ass.* Pennell. *Sols.* Linklater & Hackwood, Walbrook. *Pet.* Jan. 12.

COX, FREDERICK, Straw Bonnet Manufacturer, Liverpool. *Com.* Perry: Feb. 7, at 12; and Feb. 28, at 11; Liverpool. *Off. Ass.* Morgan. *Sols.* Mardon, 99 Newgate-st., London; or Dodge & Wynne, Union-ct., Castle-st., Liverpool. *Pet.* Jan. 21.

JELLEY, CHARLES HENRY, Timber Merchant, Oundle, Northamptonshire. *Com.* Evans: Feb. 3 and Mar. 3, at 1; Basinghall-st. *Off. Ass.* Bell. *Sols.* Harrison & Lewis, Old Jewry; or Deacon & Taylor, Peterborough. *Pet.* Jan. 12.

NIX, HENRY, Miller, Werrington, Northamptonshire. *Com.* Evans: Feb. 8, at 11; and Mar. 10, at 12; Basinghall-st. *Off. Ass.* Bell. *Pet.* Jan. 25.

ROOTS, GEORGE, Stone Merchant, Ospringe, Kent. *Com.* Goulburn: Feb. 7, at 2; and Mar. 7, at 12; Basinghall-st. *Off. Ass.* Pennell. *Sols.* Linklater & Hackwood, 7 Walbrook. *Pet.* Jan. 22.

SIDDONS, WILLIAM, Timber Merchant, Kingscliffe, Wansford, Northamptonshire. *Com.* Goulburn: Feb. 7, at 1; and Mar. 7, at 11; Basinghall-st. *Off. Ass.* Pennell. *Sols.* Harrison & Lewis, 6 Old Jewry. *Pet.* Jan. 19.

WHAITS, DANIEL, Haulier & Contractor, Bristol. *Com.* Hill: Feb. 7 and Mar. 7, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Smith & Vassall, Bristol. *Pet.* Jan. 26.

WILLMOT, THOMAS, Builder, Eastbourne, Sussex. *Com.* Evans: Feb. 3 and Mar. 3, at 2; Basinghall-st. *Off. Ass.* Bell. *Sols.* Perry, Guildhall-chambers. *Pet. for arrest.* June 22, 1857.

FRIDAY, *Jan.* 28, 1859.

ANDREWS, RICHARD, Stationer & Rag Merchant, late of Fareham, Hants, now of the Lord Nelson, Morning-lane, Homerton, Middlesex. *Com.* Fonblanque: Feb. 4, at 11.30; and Mar. 9, at 12; Basinghall-st. *Off. Ass.* Graham. *Sol.* Abbott, 15 Basinghall-st. *Pet.* Jan. 24.

BARRETT, EDWARD, Livery Stable Keeper, Taunton. *Com.* Andrews: Feb. 9 and Mar. 10, at 11; Exeter. *Off. Ass.* Hirtsel. *Sol.* Laidman, Exeter. *Pet.* Jan. 24.

BENCH, GEORGE, Innkeeper, Cheltenham. *Com.* Hill: Feb. 8 and Mar. 8, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Abbot, Lucas, & Leonard, Albion-chambers, Bristol. *Pet.* Jan. 27.

FOLLETT, HENRY, Ship Builder, Dartmouth. *Com.* Andrews: Feb. 9 and Mar. 10, at 1; Exeter. *Off. Ass.* Hirtsel. *Sol.* Smith, Dartmouth. *Pet.* Jan. 25.

HILL, CHARLES WILLIAM, Anvil Maker, Birmingham. *Com.* Sanders: Feb. 7 & 28, at 11; Birmingham. *Off. Ass.* Whitmore. *Sol.* Allcock, Birmingham. *Pet.* Jan. 25.

HUNT, WILLIAM, sen., Greengrocer, 6 & 7 William-st., Lisson-grove. *Com.* Fonblanque: Feb. 11 and Mar. 11, at 1; Basinghall-st. *Off. Ass.* Stansfeld. *Sols.* Linklaters & Hackwood, 1 Walbrook. *Pet.* Jan. 26.

JENNINGS, WILLIAM, Carpenter & Builder, Rochester. *Com.* Fane: Feb. 11, at 2; Mar. 18, at 1; Basinghall-st. *Off. Ass.* Whitmore. *Sol.* Prall, jun., 19 Essex-st., Strand. *Pet.* Jan. 27.

MACHIN, JESSE, & WILLIAM CATLING, Shipping & Commission Agents, 7 Skinner-pl., Size-lane. *Com.* Fonblanque: Feb. 8, at 1; and Mar. 11, at 12.30; Basinghall-st. *Off. Ass.* Graham. *Sols.* Mullins, 7 Poultry. *Pet.* Nov. 18.

NIX, HENRY, Miller & Corn Dealer, Werrington, Northamptonshire. *Com.* Evans: Feb. 8, at 11; and Mar. 10, at 12; Basinghall-st. *Off. Ass.* Bell. *Sols.* J. & J. H. Linklater & Hackwood, Walbrook. *Pet.* Jan. 25.

OPPENHEIM, CHARLES FOX, Master Mariner, 6 John-st., Minories. *Com.* Holroyd: Feb. 12, at 1; and Mar. 15, at 12; Basinghall-st. *Off. Ass.* Edwards. *Sol.* French, 51 Crutched-friars. *Pet.* Jan. 25.

PEARSE, JOHN, Licensed Victualler, Worcester. *Com.* Sanders: Feb. 11 and Mar. 3, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* Finch, Worcester; or E. & H. Wright, Birmingham. *Pet.* Jan. 27.

SANDERS, PHILIP WILLIAM, Spade & Shovel Manufacturer, Smethwick, Staffordshire. *Com.* Sanders: Feb. 11 and Mar. 7, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* James & Knight, Birmingham. *Pet.* Jan. 26.

STEWARD, ROBERT, Licensed Victualler, Park-rd., Battersea-fields. *Com.* Fonblanque: Feb. 4, at 1.30; and Mar. 11, at 12; Basinghall-st. *Off. Ass.* Stansfeld. *Sols.* Druce, 10 Billiter-sq. *Pet.* Jan. 22.

TYLER, JAMES, & WILLIAM EVAN TURNER, Hop & Seed Merchants, Worcester. *Com.* Sanders: Feb. 11 and Mar. 3, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* Hughes, Worcester; or E. & H. Wright, Birmingham. *Pet.* Jan. 18.

WOODROW, JAMES, Hotel Keeper, Ryde, Isle of Wight. *Com.* Evans: Feb. 10 and Mar. 17, at 12; Basinghall-st. *Off. Ass.* Johnson. *Sols.* Dimmock & Burbey, Suffolk-lane, Thames-st. *Pet.* Jan. 22.

BANKRUPTCIES ANNULLED.

TUESDAY, *Jan.* 25, 1859.

PARKER, MICHAEL, Ironmonger, Kingston-upon-Hull. Jan. 19.

FRIDAY, *Jan.* 28, 1859.

SUTHERS, THOMAS, Reed Maker, Mytholmroyd. Jan. 25.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, *Jan.* 25, 1859.

ALLCOCK, RICHARD, Wine & Spirit Merchants, Nottingham. Mar. 15, at 11; Shire-hall, Nottingham.

ASPINALL, WILLIAM STANCLIFFE, Grocer, Leeds. Feb. 14, at 11; Commercial-bldgs., Leeds.

BAXTER, FREDERICK, & SAMUEL WEST, Silk Throwsters, Nottingham (Tillson & Co.) Feb. 8, at 11; Nottingham.

BINNS, THOMAS, Iron Merchant, Deighton, near Huddersfield, and Thornhill, Lees, near Dewsbury. Feb. 4, at 11; Commercial-bldgs., Leeds.

CROFTS, WILLIAM, Coffee-house & Hotel Keeper, late of George's Coffee-house, 213 Strand. Feb. 17, at 11; Basinghall-st.

DAWES, BENJAMIN, Grocer, Kinfare, otherwise Kinver, Staffordshire. Feb. 18, at 11; Birmingham.

FRANCIS, CHARLES JAMES, & HENRY FREER, Wine, Beer, & Cider Merchants, 15 & 17 Great St. Helen's (Francis & Freer). Feb. 4, at 12; Basinghall-st.

GABRIEL, BENJAMIN WILLMOTT, Cotton Spinner, Hempshaw-lane, Stockport. Feb. 7, at 12; Manchester.

PIGG, ROBERT, Grocer, North Tuddenham, [Norfolk. Feb. 17, at 1; Basinghall-st.

REEVES, JOHN FRY, JOHN FREDERIC REEVES, ORLANDO REEVES, & ARCHIBALD REEVES, Scriveners, Taunton, Somersetshire; sep. est. of each. Feb. 24, at 12; Exeter.

ROCK, JOSEPH, Factor, Birmingham. Feb. 25, at 11; Birmingham.

RUDDOCK, JOHN DYER, Upholsterer, 125 London-st., Reading. Feb. 16, at 11; Basinghall-st.

SHELLEY, SAMUEL, Power Loom Cloth Manufacturer, Manchester. Feb. 1, at 12; Manchester.

SMITH, JOSEPH, Licensed Victualler, Birmingham. Feb. 10, at 11; Birmingham.

STIRROP, ROBERT JUKES, Currier, Ironbridge, Salop. Feb. 11, at 11; Birmingham.

SWANN, JAMES, Hardware & General Dealer, Coventry, Warwick. Feb. 18, at 11; Birmingham.

WILLS, JAMES HENRY, Licensed Victualler, Windsor Castle, Hammersmith. Feb. 15, at 1; Basinghall-st.

FRIDAY, *Jan.* 28, 1859.

ABRAM, ROBERT, Cabinet Maker, Manchester. Feb. 24, at 12; Manchester.

ANTHONY, JOHN, Grocer, 33 Old Town-st., Plymouth. Feb. 2, at 1; Plymouth.

BANKS, FREDERICK LAWSON, & ROBERT DAWSON, Common Brewers, Fornham-st., Sheffield (Banks, Dawson, & Co.) Feb. 19, at 10; Sheffield.

BARNABY, THOMAS, Tallow Chandler, 107 High-st., Woolwich, and 23 Borough-market, and 1 High-st., Kingsland. Feb. 18, at 11.30; Basinghall-st.

BLACKWELL, MARGARET (Wife of Joseph Blackwell, a lunatic), Couch Manufacturer, Sheffield, trading as a Feme Sole, under the style or firm of Blackwell & Co. Feb. 19, at 10; Sheffield.

BROWN, WILLIAM, Builder, Whitehaven. Feb. 22, at 11.30; Royal-arcade, Newcastle-upon-Tyne.

BURKINSHAW, EDWARD, & WILLIAM HUDSON, Carriers, Knaresborough, and Wetherby. Feb. 18, at 11; Commercial-bldgs., Leeds.

COLLINS, CHARLES, & WILLIAM FREDERICK COLLINS (C. & W. F. Collins), Drapers, 21, 22, & 23 Lower Sloane-st. Feb. 9, at 12; Basinghall-st.

DALY, JAMES, Licensed Victualler, Shacklewell. Feb. 18, at 12.30; Basinghall-st.

ELLIOTT, JOSEPH, Grocer, Devonport. Feb. 21, at 1; Plymouth.

HORNE, JAMES, Hatter, 112 Tottenham-ct.-rd., and 85 Edgeware-rd. Feb. 18, at 1; Basinghall-st.

JONES, HENRY, Brass & German Silver Founder, Rockingham-st., Sheffield. Feb. 19, at 10; Sheffield.

KETTLE, RICHARD, Woollen Draper, Sheffield. Feb. 19, at 10; Sheffield.

KROHN, SAMUEL MORRITZ, Merchant, Bread-st, Feb. 18, at 11; Basinghall-st.

LANE, ROBERT, Agricultural Implement Maker, Cirencester. Mar. 3, at 11; Bristol.

MAHON, WILLIAM GUN, Bill Broker & Commission Agent, 41 Upper Berkeley-st. West, and of Beach House, Dawlish. Feb. 18, at 11; Basinghall-st.

MILLIGAN, WALTER, WILLIAM GANDY, & GEORGE GANDY, Stuff Merchants, Bradford (under the style of Milligan, Gandy, & Co.) Feb. 18, at 11; Leeds.

PECKSTON, THOMAS, Linen Draper, Scarborough. Feb. 18, at 11; Leeds.

PAINTER, WILLIAM EDWARD, Printer, 342 Strand. Feb. 18, at 12; Basinghall-st.

POLE, EDWARD, Tea Dealer, Reading, Berks. Feb. 18, at 12.30; Basinghall-st.

PORTER, ELEANOR, Grocer, High-st., Newmarket. Feb. 18, at 12.30; Basinghall-st.

POYNTER, JOHN, Draper, Guisbrough. Feb. 18, at 11; Leeds.

RADFORD, JOHN BODEN, Butcher, Sun-ct., Curzon-st. Feb. 18, at 12; Basinghall-st.

ROBINSON, ROBERT, & JOHN ROBINSON, Upholsterers, 28 Margaret-st., Cavendish-sq., and 14 Little Portland-st. Feb. 18, at 11; Basinghall-st.

WILKINS, THOMAS, jun., Carpenter & Builder, 9 Milner-ter., Sloane-st., Chelsea. Feb. 17, at 1; Basinghall-st.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Jan.* 25, 1859.

BROWN, WILLIAM, Builder, Whitehaven, Cumberland. Feb. 18, at 11.30; Royal-arcade, Newcastle-upon-Tyne.

CULLINGFORD, SAMUEL, Draper, Woodbridge, Suffolk. Feb. 16, at 12; Basinghall-st.

GIBBS, ALEXANDER, Stained Glass Painter, 38 Bedford-sq. Feb. 16, at 12.30; Basinghall-st.

LILLIE, FREDERICK, Miller, Ardleigh, Essex. Feb. 17, at 11; Basinghall-st.

PERRINS, ELIZA, Wax & Artificial Flower Maker, Saltley, Birmingham. Feb. 17, at 11; Birmingham.

PIGG, ROBERT, Grocer, North Tuddenham, Norfolk. Feb. 17, at 1; Basinghall-st.

ROLFE, ALFRED, Timber Merchant, Dorrington-st., Clerkenwell. Feb. 16, at 12; Basinghall-st.

RUDDOCK, JOHN DYER, Upholsterer, 125 London-st., Reading. Feb. 16, at 11; Basinghall-st.

SLADE, WILLIAM, Paper Maker, Bagnor Paper Mills, Bagnor. Feb. 16, at 1; Basinghall-st.

THOMAS, GEORGE WILLIAM, Shipwright, Lavender Dock, Rotherhithe. Feb. 16, at 1.30; Basinghall-st.

FRIDAY, *Jan.* 28, 1859.

BUNTING, EDWARD HUNN, Draper, Wells, Norfolk. Feb. 18, at 12.30; Basinghall-st.

CULLEY, SAMUEL UTTING, Wine & General Merchant, 4 Coleman-st., and 2 Priory-grove, West Brompton. Feb. 18, at 1; Basinghall-st.

DALY, JAMES, Licensed Victualler, Green Man Public-house, Shacklewell. Feb. 18, at 12.30; Basinghall-st.

GOSLING, JOHN, Saddler & Harness Maker, East Dereham, Norfolk. Feb. 18, at 12; Basinghall-st.

HORD, CHARLES WALTER, Music Seller, Stevenage, Herts. Feb. 18, at 2; Basinghall-st.

KEAL, HENRY JOHN, & DANIEL JACKSON ROBERTS (Keal & Roberts), Merchants, 3 Rood-lane, and of Prince Edward's Island, British North America. Feb. 18, at 11.30; Basinghall-st.

KEMP, THOMAS, Maltster, Loose, Kent. Feb. 18, at 1.30; Basinghall-st.

MONTGOMERY, ARCHIBALD, Merchant, 3 Great Winchester-st. (A. Montgomery & Co.) Feb. 18, at 11; Basinghall-st.

PHILPS, HENRY, Draper, Cornbury-pl., Old Kent-road, and North-st., Brighton. Feb. 18, at 1.30; Basinghall-st.

PICKWORTH, THOMAS, & ROBERT WALKER, Builders, Sheffield. Feb. 19, at 10; Sheffield.

PYE, GEORGE, Flax Dresser, Foundation-st., Ipswich. Feb. 18, at 1; Basinghall-st.

RENDER, HENRY, Oil Merchant, Manchester, and Newton Heath, Lancashire. Feb. 21, at 12; Manchester.

TAYLOR, WILLIAM, Coal Merchant, Newport, Monmouth. Feb. 22, at 11; Bristol.

TOMPSON, JOHN, Carrier, Hadlow, Kent. Feb. 21, at 11; Basinghall-st.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *Jan.* 25, 1859.

ADWAM, JOHN, Wine & Spirit Merchant, 9 Old Fish-st. Jan. 12, 2nd class.

BATCHELOR, JOSEPH, Mercer, Newport, Isle of Wight. Jan. 20, 3rd class.

GOODCHILD, JOSEPH, Cattle Dealer, Caldicott-hill, Aldenham. Jan. 20, 2nd class.

MONAGHAN, PATRICK, Newspaper Proprietor, Wolverhampton. Jan. 20, 3rd class.

NEGRO, CANDIDO DEL, & JOSEPH KRAUSS, Bead Merchants, 45 Cannon-st. West. Jan. 21, 3rd class.

NENDICK, WILLIAM, Grocer, Wolverhampton. Jan. 20, 3rd class.

SIDDEN, SAMUEL, Contractor for Public Works & Builder, Milbank-st., Westminster, late of Rochester, Kent. Jan. 13, 2nd class.

SMITH, JOSEPH, Licensed Victualler, Bell-st., Birmingham. Jan. 21, 3rd class.

VINCENT, SAMUEL, Butcher, Long Sutton, Lincolnshire. Jan. 18, 3rd class.

WILKINSON, JOHN, & WILLIAM JOSEPH WILKINSON, Engineers, Wellington-st., Kingston-upon-Hull. Jan. 19, 3rd class.

FRIDAY, *Jan.* 28, 1859.

BISSELL, NATHANIEL, Innkeeper, Cross Inn, Kingswinford, Staffordshire. Jan. 19, 3rd class.

BRAIN, GEORGE, Grocer, St. George, Gloucester. Jan. 24, 1st class.

COOPER, JOSEPH, Licensed Victualler, Birmingham. Jan. 24, 2nd class.

EDWARDS, JOHN, Linen Draper, 17 Margaret's-bldgs., Bath. Jan. 25, 3rd class.

HOLDEN, GEORGE, sen., & GEORGE HOLDEN, jun., Pencil Case Manufacturers, Birmingham. Jan. 20, 2nd class to G. Holden, sen., and 3rd class to G. Holden, jun.

HOLCROFT, TETALL, Silk Throwster, Manchester. Jan. 15, 3rd class.

Professional Partnership Dissolved.

FRIDAY, *Jan.* 28, 1859.

BLACKMORE, ROBERT, & GEORGE BOOTH, Attorneys & Solicitors, 5 Surrey-st., Strand; by mutual consent. Jan. 24.

Assignments for Benefit of Creditors.

TUESDAY, *Jan.* 25, 1859.

HUNT, PHILIP, Baker, Colchester. Jan. 13. *Trustees*, T. Green, and J. M. Green, Millers, Ford-st., Aldham. *Sol.* Wittey, Colchester.

TAYLOR, THOMAS, Farmer, South Carr-house, Cuckney, Notts. Jan. 17. *Trustees*, J. Boeley, Farmer, Hill Top, Cuckney; F. Boaler, Farmer, Collingthwaite, Cuckney. Creditors to execute before Mar. 26. *Sols.* Brodhurst & Hodding, Worksop.

UNWIN, BENJAMIN, Grocer, Rawmarsh, Yorkshire. Jan. 19. *Trustees*, J. Cole, Draper, Fargate, Sheffield; E. Bingham, Grocer, Haymarket, Sheffield.

WREN, GEORGE, Grocer, Stockton, Durham. Jan. 22. *Trustees*, J. Dodshon, Merchant, Stockton; T. R. Pybus, Merchant, Stockton. *Sols.* Faber & Wilson, Stockton.

FRIDAY, *Jan.* 28, 1859.

BAILES, WILLIAM RALPH, & CHARLES CONYERS, Builders, Sunderland. Jan. 12. *Trustees*, J. Thompson, Timber Merchant, Sunderland; J. Wilson, Timber Merchant, Sunderland. *Sols.* Ransom & Son, Sunderland.

EDWARDS, WILLIAM, Dealer in Glass & Earthenware, 35 Commercial-st., Newport. Jan. 7. *Trustees*, T. Hulse, China Manufacturer, Wellington-st., Longton, Staffordshire; J. R. Price, Stoneware Manufacturer, St. Thomas-st., Bristol. Creditors to execute on or before April 7. *Sol.* Pain, Clifton-pl., Newport.

EVANS, JOHN, Grocer, New-town, Ebbw Vale, Monmouth. Jan. 6. *Trustees*, J. Davies, Grocer, High-st., Newport; J. Meredith, Grocer, Cross-st., Abergavenny. Creditors to execute on or before April 6. *Sol.* Pain, Clifton-pl., Newport.

FAULKNER, WILLIAM, Draper, Huddersfield. Jan. 6. *Trustees*, E. Jackson, jun., and C. Watson, Merchants, Manchester. *Sols.* Sale, Worthington, & Shipman, Booth-st., Manchester.

HALL, WILLIAM, Innkeeper, Peterborough, Northampton. Jan. 22. *Trustees*, E. Hall, Maltster, Wansford, Northampton; J. Everest, Miller, Cotterstock. *Sol.* Deacon, Peterborough.

JONES, ROGER, Draper, Llandudno, Carnarvon. Jan. 7. *Trustees*, J. Oakes, and W. Roberts, Linen Drapers, Chester. *Sol.* Jones, Llandudno.

MOSDELL, GEORGE, Grocer, Theale, Berks. Jan. 24. *Trustees*, C. May, Farmer, Marlborough, Wilts; E. Tanner, Draper, Reading. *Sol.* Henderson, Friar-st., Reading.

PICKARD, CHARLES, Farmer, Etton, York. Jan. 22. *Trustees*, C. Wood, Farmer, South Dalton; J. Whipp, Farmer, Etton; T. Daniels, 35 Regent-ter., Kingston-upon-Hull. *Sol.* Mends, 98 Coltman-st., Kingston-upon-Hull.

ROUTLEDGE, NICHOLAS, Grocer, Castleside, Durham. Jan. 12. *Trustees*, J. Trotter, Miller, Bywell, Northumberland; J. Coxon, Draper, Newcastle-upon-Tyne. *Sols.* Fenwick & Falconar, Newcastle-upon-Tyne.

SAUNDERS, CHRISTOPHER, Boot Maker, Reading. Jan. 24. *Trustee*, D. Aldridge, Currier, Reading. *Sol.* Henderson, 162 Friar-st., Reading.

TAIGG, WILLIAM, Timber Merchant, Witley, Surrey. Jan. 6. *Trustees*, W. Turner, Timber Merchant, Marcasfield, Sussex; E. Brice, Builder, residing at Catherine Wheel Inn, Borough. *Sol.* Gething, 7 Ironmonger-lane.

TURKETINE, WILLIAM EDWARD, Baker, Beaconsfield, Buckingham. Jan. 22. *Trustee*, J. Edmonds, Mealman, High Wycombe, Buckingham. *Sols.* Pulley & Clarke, High Wycombe.

WOODYATT, RICHARD HENRY, Printer, Stratford-upon-Avon. Jan. 25. *Trustees*, T. Cooper, Wholesale Stationer, 85 West Smithfield; R. Gibbs, Wine Merchant, Stratford-upon-Avon. *Sol.* Richardson, 15 Old Jewry-chambers.

Creditors under Estates in Chancery.

TUESDAY, *Jan.* 25, 1859.

ALSTON, JANE, Widow, 2 Lansdowne-ter., South Lambeth (who died in Oct. 1858). Re Alston's Estate, Alston *v.* Bryant, M.R. *Last Day for Proof*, Feb. 24.

BUCHANAN, JOHN, Builder, late of Kingston-upon-Hull (who died in Jan. 1858). Lambert *v.* Buchanan, jun., V. C. Stuart. *Last Day for Proof*, Mar. 7.

COOKE, GEORGE, Gent., late of Denton (who died in July, 1856). Baxendell *v.* Lees, V. C. Stuart. *Last Day for Proof*, Feb. 15.

GORDON, WILSON, Ship Owner & Master Mariner (who died in Mar. 1856). Re Gordon's Estate, Jenkinson *v.* Gordon, M.R. *Last Day for Proof*, Feb. 22.

HOPKINS, RICE, Civil Engineer, Upper Stamford-st., Surrey (who died in Dec. 1857). Re Hopkins's Estate, Long *v.* Hopkins, V. C. Stuart. *Last Day for Proof*, Feb. 8.

PHILLIPS, SAMUEL, Esq., Hamilton-pl., St. John's-wood (who died in Oct. 1854). Phillips *v.* Fletcher, M.R. *Last Day for Proof*, Feb. 19.

WELTON, ISAAC, Timber Merchant, Birkenhead (who died on May 18, 1856). Redhead *v.* Welton, M.R. *Last Day for Proof*, Feb. 21.

FRIDAY, *Jan.* 28, 1859.

BROWN, WILLIAM JAMES, Sealing-wax Manufacturer, late of 54 Watling-st. (who died in April, 1858). Flockton *v.* Rhoads, V. C. Kindersley. *Last Day for Proof*, Feb. 24.

BURNET, GEORGE, Mason, Old Elvet, Durham (who died in Jan. 1847). Jackson *v.* Burnet, V. C. Stuart. *Last Day for Proof*, Feb. 23, for incumbrancers on the real and leasehold estates.

GRAVESEND FREEHOLD INVESTMENT COMPANY. Arnold *v.* Chaplin, V. C. Kindersley. *Last Days for Proof*, Feb. 18, for persons claiming to be partners; and Feb. 26, for persons claiming to be creditors.

HICKINBOTHAM, ANN, Widow, West Ham, Essex (who died in Dec. 1856). Re Hickinbotham's Estate, Brown *v.* Hickinbotham, M. R. *Last Day for Proof*, Feb. 26.

JACKSON, CHARLOTTE, Widow, New-inn, Bathford, and 5 Beechen Cliff-cottages East, Bath (who died on Oct. 21, 1856). Re Jackson's Estate, Lawrance *v.* Doman, V. C. Stuart. *Last Day for Proof*, Feb. 21.

JONES, GEORGE, Coal Master, Catherine's-cross, Durlaston, Staffordshire (who died in Mar., 1856). Adams *v.* Jones, V. C. Kindersley. *Last Day for Proof*, Feb. 26.

SHERRATT, JOHN SIMPSON, Gent., Lichfield (who died in June, 1847). V. C. Stuart. *Last Day for Proof*, Mar. 25.

STEUART, DOROTHEA CATHERINE, Widow, formerly of Doncaster, and late of Burford, Oxon (who died in Oct. 1858). Re Steuart's Estate, Johnson and Fergusson *v.* Bacon, M. R. *Last Day for Proof*, Feb. 25.

VINCENT, THOMAS, sen., Gent., Old Church-st., Paddington (who died on April 12, 1841); and THOMAS VINCENT, jun., Gent., 16 Old Quebec-st., Marylebone (who died on Sept. 11, 1849). Richards *v.* Watkins, V. C. Wood. *Last Day for Proof*, Feb. 16.

Winding-up of Joint Stock Companies.

TUESDAY, *Jan.* 25, 1859.

UNLIMITED, IN CHANCERY.

DEPOSIT AND GENERAL LIFE ASSURANCE COMPANY.—The Master of the Rolls purposes, on Jan. 31, at 1, at his Chambers, to proceed to make a call on the Contributories of this Company of £2 per share.

LIMITED, IN BANKRUPTCY.

LONDON AND BIRMINGHAM IRON AND HARDWARE COMPANY (LIMITED).—A call of £5 per share has been ordered to be made on all the Contributories of this Company who have been respectively settled on the list in Class A, such call to be paid on or before Feb. 15.

FRIDAY, *Jan.* 28, 1859.

UNLIMITED, IN CHANCERY.

NANTYLLE VALE SLATE COMPANY.—Master of the Rolls: Peremptory Order of 1*s.* 6*d.* per share. Feb. 3; 5 Walbrook.

NATIONAL PATENT STEAM FUEL COMPANY.—V. C. Kindersley: Peremptory Order of £1 5*s.* per share. Feb. 10, at 12; 57 Coleman-st.

Scotch Sequestrations.

TUESDAY, *Jan.* 25, 1859.

CURRIE, THOMAS, Joiner & Spirit Merchant, Kilmarnock. Feb. 1, at 1; Black Bull-inn, Kilmarnock. *Seq.* Jan. 20.

GOURLAY, GEORGE ALLAN, Upholsterer, Glasgow (Gourlay, Sons, & Co.) Jan. 28, at 1; Faculty-hall, St. George's-pl., Glasgow. *Seq.* Jan. 20.

WINTER, ULRICH, Clock & Watch Maker, 25 Greenside-st., Edinburgh. Jan. 31, at 2; Messrs. Dowell's & Lyon's Rooms, George-st., Edinburgh. *Seq.* Jan. 21.

LAW STUDENTS' DEBATING SOCIETY,

AT THE LAW INSTITUTION, CHANCERY-LANE.

This Society meets in the Arbitration Room, No. 4, of the above building, on TUESDAY EVENINGS, at SEVEN o'Clock, for the discussion of legal and jurisprudential questions. Entrance by the South Corridor from Chancery-lane.

QUESTIONS FOR DISCUSSION.

For Tuesday, February 1st, 1859. President—Mr. LAWRANCE.

225.—Is the forcibly preventing a person from proceeding along a public footway an imprisonment in Law? Bird *v.* Jones, 15 L. J., N. S., Q. B., 82; S. C. 7 Q. B. 742.

Affirmative—Mr. MUNNS and Mr. LINDO.
Negative—Mr. JACOBS and Mr. GEDYE.

For Tuesday, February 8th, 1859. President—Mr. MATTHEWS.

LXXIV.—Is the publication of notices of bills of sale, judges' orders, cognovits, warrants of attorney, &c. &c., expedient?

Mr. MILLER is appointed to open the debate; and Messrs. ROGERS, NELSON, and WILLETT, to speak on the question.

For Tuesday, February 15th, 1859. President—Mr. MILLER.

226.—Where the surface and the minerals under it are the property of different owners, is the owner of the surface entitled to support, for a house newly built, from the substrata, or must such right be acquired, as in the case of lateral support, by prescription? Rogers *v.* Taylor, 27 L. J., Exch.

Affirmative—Mr. MARCHANT and Mr. HUGHES.
Negative—Mr. KIMBER and Mr. A. LINDO.

For Tuesday, February 22nd, 1859. President—Mr. MARCHANT.

227.—A. joins with B. in a bill of exchange as surety for B. The holder of the bill, by deed, gives time to B., without A.'s knowledge or consent, expressly reserving his rights against the surety. Can the holder of the bill afterwards recover against A.? Lewis *v.* Jones, 4 B. & C. 506, and notes. Byles on Bills, 6th ed., 197. Addison on Contracts, 4th ed., 669, 670.

Affirmative—Mr. WINCKWORTH and Mr. TOZER.
Negative—Mr. COUSINS and Mr. MARKBY.

Gentlemen are requested to send in Questions for discussion.

*** Members requiring Books from the Library must apply for them in the Arbitration Room, by seven o'clock, on the evenings of Debate.

Copies of the Rules, and all requisite information, will be furnished by the Secretary, with whom gentlemen desirous of becoming Members are requested to communicate.

MARMADUKE MATTHEWS, jun., Secretary,
23, Bucklersbury, E. C.